

UNITED STATES MARINE CORPS MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VIRGINIA 22134-5010

5720

DON-USMC-2015-006576

Jul 15

FOIA Group Ms. Rose Santos P.O. Box 368 Depew, NY 14043

SUBJECT: FOIA DON-USMC-2015-006576

Dear Ms. Santos:

This responds to your FOIA request dated June 5, 2015, which requests a copy of contracts M67854-11-F-1016, including all modifications and the Statement of Work.

Please find enclosed a releasable copy of the requested documents.

In light of the MCI Worldcom, Inc, v. GSA decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the documents and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitters provided the Marine Corps Systems Command with proposed redactions pursuant to Exemption 5 U.S.C. § 552(b)(4) and 5 U.S.C. § 552 (b)(6). These submitter redactions are identified in the enclosed documents.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v.NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), Cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

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FOIA Exemption 5 U.S.C. § 552(b)(6) exempts disclosure of information that would constitute a clearly unwarranted invasion of personal privacy.

In an effort to minimize further delay we request that you review the enclosures and identify any withheld information that you believe was withheld improperly. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by May 29, 2015, this letter will become the final response and we will close this FOIA request.

As of July 6, 2015, one hour of search and review (currently billed at \$44 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$44.00 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

LISA L. BAKER

Counsel

				1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	ATION/MODII	FICATION OF CONTRACT	•	J	1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJE	CTNO (Ifapplicable)
P00020	23-Dec-2014	SEE SCHEDULE			
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item 6)		CODE S2	404A
MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342			
8. NAME AND ADDRESS OF CONTRACTOR ACCESS SYSTEMS, INCORPORATED	(No., Street, County,	State and Zip Code)		9A. AMENDMENT OF	SOLICITATION NO.
(b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9B. DATED (SEE ITEM	11)
			\rightarrow	10A. MOD. OF CONTR M67854-11-F-1016	
	<u> </u>		$ \mathbf{x} $	10B. DATED (SEE ITE 15-Dec-2010	M 13)
CODE 1NXG2	FACILITY CO	<u>DE</u> APPLIES TO AMENDMENTS OF SOLI	\perp		
The above numbered solicitation is amended as set for			_		xtended.
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION I	reference to the solicitation HE RECEIPT OF OFFERS unendment you desire to che e solicitation and this arren	S PRIOR TO THE HOUR AND DATE SPECIFIED tange an offer already submitted, such change may	ACKI D MA be ma	NOWLEDGMENT TO BE Y RESULT IN de by telegramor letter,	
See Schedule					
		TO MODIFICATIONS OF CONTRACT			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify	ACT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH			THE
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PU	RSUANT TO THE AUTHORITY OF FA	IVE C AR 43	HANGES (such as chang 3.103(B).	es in paying
X C. THIS SUPPLEMENTAL AGREEMENT I FAR 52.217-9 Option to Extend the Term of		URSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and					
E. IMPORTANT: Contractor is not,	X is required to s	ign this document and return 1	col	pies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODI. where feasible.) Modification Control Number: msanders		ed by UCF section headings, including soli	icitat	on/contract subject matt	er
See Page 2.					
Except as provided herein, all terms and conditions of the	document referenced in Ite				
15A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF COMMARK R. SANDERSON / CONTRACTING		ER	•
	1.60 D	TEL: 703-432-3271	EDIC	EMAIL: mark.sanderson@usn	
15B. CONTRACT OR/OFFEROR	15C. DATE SIGN	777 . 77 .			16C. DATE SIGNED
	_	BY Mark R Some			23-Dec-2014
(Signature of person authorized to sign)		(Signature of Contracting O	JITICE	T)	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text: P000019 CONTINUATION PAGE

- 1. The purpose of this modification is to exercise the third option year, CLINs 4001, 4002, 4004, 4005, 4006, 4007, and 4008.
- 2. CLINs 4001, 4002, 4004, 4005, 4006, 4007, and 4008 are exercised in their entirety for the performance period of 28 December 2014 to 27 December 2015.
- 3. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,586,321.64 from \$21,243,478.17 to \$26,829,799.81.

SUPPLIES OR SERVICES AND PRICES

CLIN 4001

The option status has changed from Option to Option Exercised. The MILSTRIP M9545015RCH2721 has been added.

CLIN 4002

The option status has changed from Option to Option Exercised. The MILSTRIP M9545015RCH2721 has been added.

CLIN 4004

The option status has changed from Option to Option Exercised. The MILSTRIP M9545015RCH2721 has been added.

CLIN 4005

The option status has changed from Option to Option Exercised. The MILSTRIP M9545015RCH2721 has been added.

CLIN 4006

The option status has changed from Option to Option Exercised. The MILSTRIP M9545015RCH2721 has been added.

CLIN 4007

The option status has changed from Option to Option Exercised. The MILSTRIP M9545015RCH2721 has been added.

CLIN 4008

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,586,321.64 from \$21,243,478.17 to \$26,829,799.81.

CLIN 4001:

The Cost Code 5RCH272124LZ has been added.

CLIN 4002:

The Cost Code 5RCH272124LZ has been added.

CLIN 4004:

The contract ACRN AG has been added.

The Cost Code 5RCH272124LZ has been added.

CLIN 4005:

The Cost Code 5RCH272124LZ has been added.

CLIN 4006:

The contract ACRN AG has been added.

The Cost Code 5RCH272124LZ has been added.

CLIN 4007:

The contract ACRN AG has been added.

The Cost Code 5RCH272124LZ has been added.

	TIONATORI	TICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	ATTON/MODII	FICATION OF CONTRACT	J	1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJEC	CTNO (Ifapplicable)
P00019	23-Jul-2014	SEE SCHEDULE		
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item6)	CODE S24	104A
MARCORSYSCOM PM AMMO ATTN: PM AMMO PM116 2200 LESTER STREET QUANTICO VA 22134		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		
8. NAME AND ADDRESS OF CONTRACTOR	(No. Street County	State and Zin Code)	9A. AMENDMENT OF S	SOLICITATION NO.
(b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742	(No., Greet, County,	State and 2.1p code)	9B. DATED (SEE ITEM X 10A. MOD. OF CONTRA M67854-11-F-1016 10B. DATED (SEE ITE	11) ACT/ORDER NO.
CODE 1NXG2	FACILITY CO	DE	X 15-Dec-2010	A '
		APPLIES TO AMENDMENTS OF SOLIC	CITATIONS	
The above numbered solicitation is amended as set fort	h in Item 14. The hour and	d date specified for receipt of Offer	is extended, is not e	xtended.
Offer must acknowledge receipt of this amendment pric (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes an RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ar provided each telegram or letter makes reference to the	copies of the amendmererence to the solicitation HE RECEIPT OF OFFERs mendment you desire to che solicitation and this amen	ent; (b) By acknowledging receipt of this amendmen n and amendment numbers. FAILURE OF YOUR A S PRIOR TO THE HOUR AND DATE SPECIFIEI nange an offer already submitted, such change may b	nt on each copy of the offer submitte ACKNOWLEDGMENTTO BE DMAY RESULT IN De made by telegramor letter,	d;
12. ACCOUNTING AND APPROPRIATION D.	ATA (If required)			
See Schedule	A A B BI LES ONL V	TO MODIFICATIONS OF CONTRACT	SIODUEDS	
	IFIES THE CONTRA	ACT/ORDER NO. AS DESCRIBED IN IT	EM 14.	THE
CONTRACT ORDER NO. IN ITEM 10A.	·	D TO BEET FOR THE ADMINISTRATI	AT CHANCE (
B. THE ABOVE NUMBERED CONTRACT/Office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PU	RSUANT TO THE AUTHORITY OF FA	R 43.103(B).	s in paying
X C. THIS SUPPLEMENTAL AGREEMENT IS FAR 43.103(a) By Mutual Agreement				
D. OTHER (Specify type of modification and	authority)			
E. IMPORTANT: Contractor is not,	x is required to s	ign this document and return 1	copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: msanders 1. Contract Line Item 3007 is deacreased by	142186		citation/contract subject matte	er
2. All other terms and conditions remain uncl	nanged.			
Except as provided herein, all terms and conditions of the				
15A. NAME AND TITLE OF SIGNER (Type of	or print)	16A. NAME AND TITLE OF COMMARKE, SANDERSON / CONTRACTING (OFFICER	MESS
	100 5155	TEL 703-432-3271	EMAIL marksanderson@usm	16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	23.0		TOC. DATE SIGNED
	_	BY Flore R So		23-Jul-2014
(Signature of person authorized to sign)		(Signature of Contracting O	incer)	L

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$3,570.00 from (b) (4)

SUPPLIES OR SERVICES AND PRICES

CLIN 3007

The estimated/max cost has decreased by \$3,570.00 from \$40,000.00 to \$36,430.00. The total cost of this line item has decreased by \$3,570.00 from \$40,000.00 to \$36,430.00.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$\(\begin{align*} (b)(4) \\ (b)(4) \end{align*} \) from \(\begin{align*} (b)(4) \\ (b)(4) \end{align*} \)

CLIN 3007:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963007) was decreased by \$3,570.00 from \$40,000.00 to \$36,430.00

SEE SCHEDULE IN STATE OF ADMINISTREED BY (If other than item 6) CODE MARCOSSYSCOM PM AMMO ATTHE PM AMMO 30 TECH PARROWAY, SUITE 201 STATE OF ARMANIA SASS N 1950 BATTLEMEWRYWY, SUITE 200 MARASSAS VA 20169-2342 SEE SCHEDULE PARAMENT SUITE 200 MARASSAS VA 20169-2342 SEE SCHEDULE PARAMEN SUITE 200 MARASSAS VA 20169-2342 PARAMEN AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED 11 SUNSET HILLS ROAD SUITE 400 RESTON VA 20180-4742 IN 10 B. DATED (SEE ITEM II) The above numbered solicitation is arrended as set forth in Item 14. The hour and date specified for receipt of Offer I 10 B. DATED (SEE ITEM II) The above numbered solicitation is arrended as set forth in Item 14. The hour and date specified in the solicitation or as arrended by one of the following rethods: (a) By completing items 8 and 15, and returningcepies of the amendement; (b) By acknowledging receipt of this arrendement concepts of this arrendement one copy of the Offer submitted; or (c) By separate letter or tedgenar which includes a reference to the solicitation and amendment aumbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED ATTHE FLACE DESIGNATED FOR THE RECEIPT OF OFFER FROR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REPLECTION OF YOUR OFFER THE hybrites of this arrendment you desire to change an offer leaded yubstrated, such change may be made by telegramment letter, provided each telegramen retirer makes reference to the solicitation and ins arrendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. A. THIS CHANGE ORDER NO. IN				1, CONTRACT	ID CODE	PAGE OF PAGES
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Second Price Proceedings Process Proce					(SEE ITEM	1 13)
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Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (a) By schowledging receipt of this amendment on each copy of the offer submitted; (a) By schowledging receipt of this amendment on each copy of the offer submitted; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (c) By schowledging receipt of this amendment on each copy of the offer submitted; (d) By schowledging receipt of this amendment on each copy of the offer submitted; (e) By acknowledging receipt of this amendment on each copy of the offer submitted; (e) By acknowledging receipt of this amendment on each copy of the offer submitted; (e) By acknowledging receipt of this amendment on each copy of the offer submitted; (f) By acknowledging receipt of this amendment on each copy of the offer submitted; (f) By acknowledging receipt of this amendment on each copy of the offer submitted; (f) By acknowledging receipt of this amendment on each copy of the offer submitted; (f) By acknowledging receipt of this amendment on each copy of the offer submitted; (g) By acknowledging receipt of this amendment on each copy of the offer submitted; (g) By acknowledging receipt of this amendment on each copy of the offer submitted; (g) By acknowledging receipt of the offer submitted; (g) By acknowledging receipt of the object submitted; (g) By acknowledging receipt of the submitted; (g) By acknowledging receipt of the object submitted; (g) By acknowledging receipt of the submit						
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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT (ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). C. THIS SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X. D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract E. IMPORTANT: Contractor is in equired to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: msanders 141418 See page 2. Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofare changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) MARKR. SANDERSON CONTRACTING OFFICER (Type or print) 15B. CONTRACT OR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY MILL MARKS AMERICA 16C. DATE SIGNED 25-Mar-2014		EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	S/ORDERS.		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X D. OTHER (Specify type of modification and authority) FAR 52:217-9 Option to Extend the Term of the Contract E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: msanders 141418 See page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofare changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY MARK ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify	authority) THE CHANGES SET FORTH	IN ITEM 14 ARE	_	
FAR 52.217-9 Option to Extend the Term of the Contract E. IMPORTANT: Contractor x is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: msanders 141418 See page 2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto fore changed, remains unchanged and in fail force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) IAA. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARKER, SANDERSON / CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: msrksanderson@usmc.ml 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY MALL Markerson / 25-Mar-2014	C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO P				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: msanders 141418 See page 2. Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) MARKR. SANDERSON / CONTRACTING OFFICER (Type or print) MARKR. SANDERSON / CONTRACTING OFFICER (Type or print) MARKR. SANDERSON / CONTRACTING OFFICER (Type or print) 15B. CONTRACT OR/OFFEROR 15C. DATE SIGNED BY MANGE AMERICA 16C. DATE SIGNED 25-Mar-2014						
where feasible.) Modification Control Number: msanders141418 See page 2. Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in fall force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER (Type or print) 15B. CONTRACT OR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY MALL MARKELOW 16C. DATE SIGNED 25-Mar-2014	E. IMPORTANT: Contractor X is not,	is required to s	gn this document and return	copies to the issui	ng office.	
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARKE, SANDERSON/CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: marksanderson@usmc.ml 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY 25-Mar-2014	where feasible.) Modification Control Number: msanders		d by UCF section headings, including solid	citation/contract sul	bject matter	
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARKE, SANDERSON/CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: marksanderson@usmc.ml 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY 25-Mar-2014						
MARK R. SANDERSON / CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: marksanderson@usmc.ml 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY 25-Mar-2014		·				o or print)
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY 25-Mar-2014	15A. NAME AND TITLE OF SIGNER (Type of	r print)	MARK R. SANDERSON / CONTRACTING	OFFICER		
BY Mark 12 Sanderson 25-Mar-2014	15B CONTRACTOR/OFFEROR	15C, DATE SIGN				
	155. CONTRACT ONOTI BROK		20 10 1	_		
	(Signature of person authorized to sign)	-	<u> </u>			20-IVId1-2014

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00018 CONTINUATION SHEET

- 1. The purpose of this modification is to fund the remainder of the third option year, CLINs 3001, 3004, 3005, 3006 and 3007, for the period of 28 March 2014 to 27 December 2014.
- 2. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3004

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3005

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3006

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3007

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960003.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office
As a result of this modification, the total funded amount for this document was increased by \$\((b)(4) \) from \$\((b)(4) \)\$
CLIN 3001:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$ (b) (4)
CLIN 3004:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by (b) (4)
CLIN 3005:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$\(\begin{array}{c} \begi
CLIN 3006:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$ (b) (4)
CLIN 3007:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963007) was increased by \$30,000.00 from \$10,000.00 to \$40,000.00
(End of Summary of Changes)

	TOTAL ALCOHOL	ICATION OF CONTRACT	1	.CONTRACT I	D CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT		J		1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplicable)
P00017	28-Feb-2014	SEE SCHEDULE				
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item6)		COL	DE S240	4A
MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County,	State and Zip Code)	9A	. AMENDMI	ENT OF SO	LICITATION NO.
ACCESS SYSTEMS, INCORPORATED (b) (6) (20) (8) (10) SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742	, , , , , , , , , , , , , , , , , , ,	. /		B. DATED (SI		
						CT/ORDER NO.
				B. DATED (SEE ITEM	13)
CODE 1NXG2	FACILITY COL			5-Dec-2010		
A		PPLIES TO AMENDMENTS OF SOLIC		-	78	
The above numbered solicitation is amended as set forth		· · · · · · · · · · · · · · · · · · ·	\Box	extended,	is not exte	enueu.
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	copies of the amendment ference to the solicitation IE RECEIPT OF OFFERS mendment you desire to cha	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an ofter already submitted, such change may b	ent on eac ACKNO' DMAY I be made t	ch copy of the of WLEDGMENT RESULT IN by telegramor le	TO BE	
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)					
See Schedule	•					
		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITI				·
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.						<u> </u>
X B. THE ABOVE NUMBERED CONTRACT/Coffice, appropriation date, etc.) SET FORT	ORDER IS MODIFIED	O TO REFLECT THE ADMINISTRATIVES	VE CHA	ANGES (such	as changes	in paying
C. THIS SUPPLEMENTAL AGREEMENT IS			10.1	<u> </u>		·
D. OTHER (Specify type of modification and	authority)					
E. IMPORTANT: Contractor is not,	X is required to si	gn this document and return 1	copie	s to the issuin	ıg office.	
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: msanders		d by UCF section headings, including solid	citation	n/contract sub	ject matter	
See Page 2 for continuation sheet for this mo	dification, P00017.					
1						
Except as provided herein, all terms and conditions of the	ocument referenced in Ites	n9A or 10A, as heretofine changed remains unch	anged an	id in full force an	d effect:	
15A. NAME AND TITLE OF SIGNER (Type o		16A. NAME AND TITLE OF CO	ONT RA	ACT ING OFF		e or print)
		TEL: 703-432-3271		EMAIL: marksan	derson@usmc.i	mil
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN					6C. DATE SIGNED
		220 1.00	a min	Lusen		00 M 0044
(Signature of narrow authorized to sign)	-	(Signature of Contracting O				20-Mar-2014
(Signature of person authorized to sign)		(Signature of Contracting O	,,,,,,,,,,	CTT.	1 4 3 ID 4 DD	FORM 20 (Per 10

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00017 CONTINUATION SHEET

- 1. The purpose of this modification is to correct the dates for the funded period of performance referenced in Modification P00016. For, CLINs 3001, 3004, 3005, and 3006, funds are available for the performance period of 28 February 2014 to 27 March 2014, not 31 March 2014 as stated in Modification P00016. Contractor is not authorized to perform beyond 27 March 2014 until notified by the Contracting Officer. FAR 52.232-18, Availability of Funds, applies.
- 2. All other terms and conditions remain unchanged.

A RATIONAL ASSISTANCE AND COME RATIONAL	TIONIMAODIE	TOATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	HON/MODIF	ICATION OF CONTRACT	J		1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	1	5. PROJECT	NO.(lfapplicable)
P00016	26-Feb-2014	SEE SCHEDULE			
6. ISSUED BY CODE MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556	M67854	7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342	coi	DE S240	4A
8. NAME AND ADDRESS OF CONTRACTOR (ACCESS SYSTEMS, INCORPORATED (D) (5) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742 CODE 1NXG2	No., Street, County,		9B. DATED (S	EE ITEM 1 CONTRAC 1016	T/ORDER NO.
11.7	THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLIC	CITATIONS		
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a ref RECEIVED ATTHE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am provided each telegram or letter makes reference to the s	copies of the amendment erence to the solicitation E RECEIPTOF OFFERS endment you desire to cha olicitation and this amen	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may b	nt on each copy of the of ACKNOWLEDGMENT OMAY RESULT IN De made by telegramor le	то ве	
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
See Schedule	M ADDITES ONI V	TO MODIFICATIONS OF CONTRACTS	SAUDUEDS		
,	TIESTHE CONTRA	CT/ORDER NO. AS DESCRIBED IN IT I	EM 14.	MADE IN T	НЕ
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT X C. THIS SUPPLEMENTAL AGREEMENT IS	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		as changes i	in paying
FAR 52.217-9 Option to Extend the Term of the	ne Contract				
D. OTHER (Specify type of modification and	iuthority)				
E. IMPORTANT: Contractor X is not,	is required to sig	gn this document and return	copies to the issuin	g office.	
DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: msanders1 See Page 2		d by UCF section headings, including solic	citation/contract sub	ject matter	
Except as provided herein, all terms and conditions of the do	ocument referenced in Item	n9A or 10A, as heretofore changed, remains uncha	inged and in full force an	d effect.	
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO		ICER (Type	e or print)
		TEL: 703-432-3271	EMAIL: marksan	derson@usmc,m	ril
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		. with	10	6C. DATE SIGNED
		BY Flore R. So.			26-Feb-2014
(Signature of person authorized to sign)		(Signature of Contracting O	fficer)		

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text: P00016 CONTINUATION SHEET

- 1. The purpose of this modification is to fund the third option year, CLINs 3001, 3004, 3005, and 3006, for the period of 28 February 2014 to 31 March 2014. For these CLINs, funds are available for the performance period of 28 February 2014 to 31 March 2014. Contractor is not authorized to perform beyond 31 March 2014 until notified by the Contracting Officer. FAR 52.232-18, Availability of Funds, applies.
- 2. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

CLIN 3004

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

CLIN 3005

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

CLIN 3006

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from

M67854-11-F-1016 P00016 Page 3 of 3

C	N	3	00	1	:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$\(\begin{array}{c} \begi

CLIN 3004:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by (b) (4)

CLIN 3005:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$ (b) (4)

CLIN 3006:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$\(\begin{array}{c} \begi

AMENDMENT OF SOLICIT	ATION/MODII	FICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	ATTON/MODII	TICATION OF CONTRACT	J	1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJE	CTNO.(Ifapplicable)
P00015	24-Jan-2014	SEE SCHEDULE		
6. ISSUED BY CODE MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556	M67854	7. ADMINISTERED BY (Ifother than item6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342	CODE S24	404A
8. NAME AND ADDRESS OF CONTRACTOR ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400	(No., Street, County,	State and Zip Code)	9A. AMENDMENT OF 9B. DATED (SEE ITEM	
RESTON VA 20190-4742		-	X 10A. MOD. OF CONTR. M67854-11-F-1016	
	lm. e		10B. DATED (SEE ITE X 15-Dec-2010	IVI 13)
CODE 1NXG2	FACILITY CO	<u>DE</u> APPLIES TO AMENDMENTS OF SOLI	1 10 000 00 10	
The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment properties of the provided each telegramor letter makes reference to the properties of th	ior to the hour and date sp- copies of the amendm reference to the solicitation THE RECEIPT OF OFFER amendment you desire to cl le solicitation and this ame	ecified in the solicitation or as amended by one oftent; (b) By acknowledging receipt of this amendment numbers. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIED THE HOUR AND DATE SPECIFIED THE BEARD OF THE BEARD STATE SPECIFIED THE BEARD OF THE BEARD STATE SPECIFIED THE BEARD SPECIFIED THE BEARD	he following methods: int on each copy of the offer submitte ACKNOWLEDGMENTTO BE D MAY RESULT IN the made by telegramor letter,	xtended. d;
	TEM ADDI JECONI V	TO MODIFICATIONS OF CONTRACT	CORDERC	
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI X C. THIS SUPPLEMENTAL AGREEMENT FAR 52.217-9 Option to Extend the Termo D. OTHER (Specify type of modification and	SUANT TO: (Specify ORDER IS MODIFIE RTH IN ITEM 14, PU IS ENTERED INTO F f the contract Id authority)	D TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA PURSUANT TO AUTHORITY OF:	IN ITEM 14 ARE MADE IN VE CHANGES (such as change)	
E. IMPORTANT: Contractor X is not,	is required to s	ign this document and return	copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: eubanks: Funding CLINS See Page 2 Except as provided herein, all terms and conditions of the control of	m14690	em9A or 10A, as hereto fore changed, remains unch	anged and in full force and effect,	
15A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF COMMARK R. SANDERSON / CONTRACTING		pe or print)
		TEL: 703-432-3271	EMAIL: marksanderson@usm	nc,mil
15B. CONTRACT OR/OFFEROR	15C. DATE SIGN			16C. DATE SIGNED
		BY Place R of		
(Signature of person authorized to sign)	_	(Signature of Contracting C		24-Jan-2014

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION SHEET

- 1. The purpose of this modification is to fund the third option year, CLINs 3001, 3004, 3005, and 3006, for the period of 28 January 2014 to 27 February 2014. For these CLINs, funds are available for the performance period of 28 Jan 14 to 27 Feb 14. Contractor is not authorized to perform beyond 27 Feb 14 until notified by the Contracting Officer. FAR 52.232-18, Availability of Funds, applies.
- 2. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

CLIN 3004

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

CLIN 3005

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

CLIN 3006

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by from

CLIN 3001:

M67854-11-F-1016 P00015 Page 3 of 3

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$\(\begin{array}{c} \begi
CLIN 3004:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by (b) (4)
CLIN 3005:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$ (b) (4)
CLIN 3006:
AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$ (b) (4)
(End of Summary of Changes)

				1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	TION/MODIF	TCATION OF CONTRACT		J		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJE	CT NO.(Ifapplicable)
P00014	17-Dec-2013	SEE SCHEDULE				
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item 6)		CO	DE S2	104A
MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556	,	DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342			•	,
8. NAME AND ADDRESS OF CONTRACTOR	No., Street, County.	State and Zip Code)	Т	9A. AMENDM	IENT OF	SOLICITATION NO.
ACCESS SYSTEMS, INCORPORATED ((b) (6)) 12011 SUNSET HILLS ROAD SUITE 400	, , ,,		\dashv	9B. DATED (S	EE ITEM	11)
RESTON VA 20190-4742			X	10A. MOD. OI M67854-11-F-	F CONTR. 1016	ACT/ORDER NO.
			- 1	10B. DATED	(SEE ITE	M 13)
CODE 1NXG2	FACILITY COI	DE	X	15-Dec-2010		
11.	THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLIC	CITA	ATIONS		
The above numbered solicitation is amended as set fortl	in Item 14. The hour and	date specified for receipt of Offer		is extended,	is not e	xtended.
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED ATTHE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this ar provided each telegram or letter makes reference to the	ference to the solicitation E RECEIPT OF OFFERS rendment you desire to cha solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may b	ACKN MA oe ma	NOWLEDGMENT Y RESULT IN de by telegramor l	ГТО ВЕ	d;
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)					
See Schedule						
IT MODI	FIESTHE CONTRA	TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITE	EM I	14.		
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	authority) THE CHANGES SET FORTH	IN I	TEM 14 ARE	MADE IN	THE
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	RDER IS MODIFIED H IN ITEM 14, PUR	TO REFLECT THE ADMINISTRATIVESUANT TO THE AUTHORITY OF FAI	VE C R 43	CHANGES (such 3,103(B).	as change	es in paying
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.217-9 Option to Extend the Term of		URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and		4				
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	cop	pies to the issui	ng office.	
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: msanders		d by UCF section headings, including solic	itati	ion/contract sul	oject matte	er
See Page 2.						
Except as provided herein, all terms and conditions of the d		7077				
15A. NAME AND TITLE OF SIGNER (Type o	print)	16A. NAME AND TITLE OF CO		ER		
LED CONTRACTOR/OFFEROR	ISO DATE GOT	TEL: 703-432-3271 ED 16B. UNITED STATES OF AME	חום:	EMAIL: marksa	nderson@usrr	16C. DATE SIGNED
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNI					TOC. DATE SIGNED
(Signature of person authorized to sign)	-	(Signature of Contracting Of			Name to divine	17-Dec-2013
(Signature of person authorized to sign)		(Signature of Contracting Of	11100	111		

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION SHEET

- 1. The purpose of this modification is to exercise the third option year, CLINs 3001, 3002, 3004, 3005, 3006, 3007, and 3008.
- 2. Option CLINs 3001, 3004, 3005, 3006, 3007, and 3008 are exercised contingent upon the availability of funds. For these CLINs, funds are available for the performance period of 28 December 2013 to 27 January 2014. Contractor is not authorized to perform beyond 27 January 2014 until notified by the contracting officer. FAR 52.232-18, Availability of Funds, applies. Option CLIN 3002 is funded in its entirety.
- 3. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by

(b)(4)

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The option status has changed from Option to Option Exercised. The MILSTRIP M9545014RCH2496 has been added.

CLIN 3002

The option status has changed from Option to Option Exercised. The MILSTRIP M9545014RCH2496 has been added.

CLIN 3004

The option status has changed from Option to Option Exercised. The MILSTRIP M9545014RCH2496 has been added.

CLIN 3005

The option status has changed from Option to Option Exercised. The MILSTRIP M9545014RCH2496 has been added.

CLIN 3006

The option status has changed from Option to Option Exercised. The MILSTRIP M9545014RCH2496 has been added.

CLIN 3007

The option status has changed from Option to Option Exercised. The MILSTRIP M9545014RCH2496 has been added.

CLIN 3008

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

CLIN 3001:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$ (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCH24963001 has been added.

The Cost Code 4RCH249624LZ has been added.

CLIN 3002:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963002) was increased by \$ (b) (4)

rased by \$_______(b) (4)
The contract ACRN AE has been added.

The CIN M9545014RCH24963002 has been added.

The Cost Code 4RCH249624LZ has been added.

CLIN 3004:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by \$\(\begin{array}{c} \begi

The contract ACRN AE has been added.

The CIN M9545014RCH24963004 has been added.

The Cost Code 4RCH249624LZ has been added.

CLIN 3005:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$\(\begin{array}{c} \begi

The contract ACRN AE has been added.

The CIN M9545014RCH24963005 has been added.

The Cost Code 4RCH249624LZ has been added.

CLIN 3006:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$ (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCH24963006 has been added.

The Cost Code 4RCH249624LZ has been added.

CLIN 3007:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963007) was increased by \$ (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCH24963007 has been added.

The Cost Code 4RCH249624LZ has been added.

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SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified: SECTION H

Special Contract Requirements

H.1. SUBSTITUTION OF KEY PERSONNEL

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel					
Program Manager	(b)(6)				
MAKE Lead Business Systems Analyst	(b)(6)				
OIS-MC Lead Business Systems Analyst	(b)(6)				
MAKE Lead Application Developer/Programmer	(b)(6)				
OIS-MC Lead Application Developer/Programmer	(b)(6)				

H.2. UNAUTHORIZED CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

H.4. SECURITY

Reserved.

H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.

H.6. GOVERNMENT FURNISHED PROPERTY

The Government will not provide any GFP under this contract.

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H.7. TRAVEL

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

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P00012	12-Feb-2013	M9545013RCH2511				
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item 6)		COD	E S24	04A
MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342				
8. NAME AND ADDRESS OF CONTRACTOR	R (No., Street, County,	State and Zip Code)		9A. AMENDME	NT OF S	OLICITATION NO.
ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9B. DATED (SEE ITEM 11)		
X				10A. MOD. OF CONTRACT/ORDER NO. M67854-11-F-1016		
				10B. DATED (SEE ITEM 13) 15-Dec-2010		
CODE 1NXG2	IFACILITY CO	DE L APPLIES TO AMENDMENTS OF SOLIC				-
The above numbered solicitation is amended as set fi				is extended,	is not ex	tended.
IT MO	a reference to the solicitation THE RECEIPT OF OFFER amendment you desire to cl he solicitation and this ame DATA (If required) TEM APPLIES ONLY DIFIES THE CONTRA	S PRIOR TO THE HOUR AND DATE SPECIFIED nange an offer already submitted, such change may be nament, and is received prior to the opening hour a TO MODIFICATIONS OF CONTRACTS ACT/ORDER NO. AS DESCRIBED IN ITI	S/OI	NOWLEDGMENTTAY RESULTIN ade by telegramor lettate specified. RDERS.	TO BE	
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10. B. THE ABOVE NUMBERED CONTRACT	A. 					* 4
office, appropriation date, etc.) SET FO X C. THIS SUPPLEMENTAL AGREEMENT By mutual agreement of the parties.	RTH IN ITEM 14, PU	RSUANT TO THE AUTHORITY OF FA	R 4	3.103(B).		
D. OTHER (Specify type of modification a	nd authority)					
E. IMPORTANT: Contractor is not,	X is required to s	sign this document and return 1	co	pies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: campbe The purpose of this modification is to: 1) F become reserved. 3) update the key pers and 4) update the key personnel position f total contract value remains unchanged. A	j131576 Revise CLIN 2003. 2) Fonnel position for the or the OIS-MC Lead A	Remove Option CLIN 3003 and Option CL OIS-MC Lead Business Systems Analys pplication Developer/Programmer from	.IN 4	003. CLINs 3003		
Except as provided herein, all terms and conditions of the standard AND TITLE OF SIGNER (Type		em9A or 10A, as heretofore changed, remains unch				ne or print)
15A. NAME AND TITLE OF SIGNER (Type	or print)	JEFFREY CAMPBELL / CONTRACTING OF TEL: 703-432-4179				
15B. CONTRACT OR/OFFEROR	15C. DATE SIGN					16C. DATE SIGNED
		BY				12-Feb-2013
(Signature of person authorized to sign)		(Signature of Contracting O	ffic	er)		

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 2003

The CLIN extended description has changed from The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract. to The Contractor shall provide a 3 year DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

The pricing detail quantity has decreased by

(b) (4)

The unit price amount has increased by
(b) (4)

The unit of issue has changed from Months to Lot.

CLIN 3003

The contract type FFP has been deleted.

The CLIN type priced has been deleted.

The CLIN description has changed from DotNetNuke Software License to Reserved.

The CLIN extended description The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract. has been deleted.

The pricing detail quantity (b) (4) has been deleted.

The unit price amount \$\(\begin{array}{c} \begin{array}{

The unit of issue Months has been deleted.

The option status has changed from Option to No Status.

The FOB Destination has been deleted.

The total cost of this line item has decreased by \$\(\begin{align*} \text{(b) (4)} \\ \text{UNDEFINED.} \end{align*}

M67854-11-F-1016 P00012 Page 3 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
3003	Reserved				\$0.00
				-	
				NET AMT	
cont	The CLIN extend	riced has been deption has changed led description In accordance with quantity (b) (4) has been decided has changed from the been decided has	eleted. ed from Do The Contract th the State thas been deleted. om Option eleted.	to No Status.	etNuke Software
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Reserved				\$0.00
				NET AMT	
DEL	IVERIES AND PERFORM	1 ANCE			
The	following Delivery Schedul	le item for CLIN 20	003 has been	changed from:	
	DELIVERY DATE	QUANTITY	SHIP	TO ADDRESS	UIC

M67854-11-F-1016 P00012 Page 4 of 8

M67854

POP 28-DEC-2012 TO N/A 27-DEC-2013

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2012 TO

27-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule Item has been deleted from CLIN 3003:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 28-DEC-2013 TO

27-DEC-2014

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041 39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule Item has been deleted from CLIN 4003:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2014 TO

27-DEC-2015

N/A

MARCORSYSCOM PM AMMO **CANDY BURCHETT**

M67854

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 3003 has been changed from:

INSPECT AT Destination

INSPECT BY Government

ACCEPT AT Destination

ACCEPT BY Government

To:

ACCEPT AT ACCEPT BY INSPECT AT **INSPECT BY** Destination N/A Government Destination The Acceptance/Inspection Schedule for CLIN 4003 has been changed from:

ACCEPT BY INSPECT BY ACCEPT AT **INSPECT AT** Destination Government Destination Government

To:

ACCEPT BY ACCEPT AT **INSPECT AT INSPECT BY** Government Destination N/A Destination

The following have been modified:

SECTION H

Special Contract Requirements

H.1. SUBSTITUTION OF KEY PERSONNEL

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel				
Program Manager	(b)(6)			
MAKE Lead Business Systems Analyst	(b)(6)			
OIS-MC Lead Business Systems Analyst	(b)(6)			
MAKE Lead Application Developer/Programmer	(b)(6)			
OIS-MC Lead Application Developer/Programmer	(b)(6)			

H.2. UNAUTHORIZED CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

H.4. SECURITY

Reserved.

H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.

H.6. GOVERNMENT FURNISHED PROPERTY

The Government will not provide any GFP under this contract.

H.7. TRAVEL

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

M67854-11-F-1016 P00012 Page 8 of 8

				1. CONTRACT ID	CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT		J		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5	. PROJEC	TNO.(Ifapplicable)
P00011	12-Dec-2012	M9545013RCH2511				
6. ISSUED BY CODE MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556	M67854	7. ADMINISTERED BY (Ifother than item6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE	S24	04A
8. NAME AND ADDRESS OF CONTRACTOR	(No Street County	State and Zin Code)	\neg	9A. AMENDMEN	NT OF S	OLICITATION NO.
NAME AND ADDRESS OF CONTRACT OR ACCESS SYSTEMS, INCORPORATED (15) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742	(No., Siteet, County,	state and Zip Code)		9B. DATED (SEE	EITEM	11)
		<u> </u>	×	10A. MOD. OF C M67854-11-F-10		
CODE 1NXG2	EACH ITY COL	DE	$_{x}$	10B. DATED (SI 15-Dec-2010	EEIIE	VI 13)
	FACILITY COI	APPLIES TO AMENDMENTS OF SOLIC				
The above numbered solicitation is amended as set for	th in Item 14. The hour and	date specified for receipt of Offer	7	is extended,	is not ex	tended.
or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the 12. ACCOUNTING AND APPROPRIATION D	reference to the solicitation HE RECEIPTOF OFFERS remendment you desire to ch e solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	CKI MA e ma	NOWLEDGMENTTO Y RESULT IN de by telegramor lette) BE	
See Schedule						
		TO MODIFICATIONS OF CONTRACTS				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	UANT TO: (Specify	CT/ORDER NO. AS DESCRIBED IN ITE authority) THE CHANGES SET FORTH I			ADE IN	ТНЕ
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT	TH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FAR	/E (R 4:	CHANGES (such as 3.103(B).	change	s in paying
X D. OT HER (Specify type of modification and FAR 52.217-9 Option to Extend Term of Co					-	+
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	co	pies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: campbelj13887 The purpose of this modification is to exercise Task Order Option Year 2. Please note on the top of page 2 of the modification, under the summary of changes, the total cost amounts contain rounding errors. The total contract value has increased by \$\(\begin{align*} \be						
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type of		n9A or 10A, as heretofore changed, remains unchar 16A. NAME AND TITLE OF CO JEFFREY CAMPBELL/ CONTRACTING OFF	NT	RACTING OFFIC		pe or print)
		TEL: 703-432-4179		EMAIL: jeffrey.t.cam	pbell@usm	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	F. 545				16C. DATE SIGNED
	_	BY CSimplying of Contracting Of				12-Dec-2012
(Signature of person authorized to sign)		(Signature of Contracting Of	TICE	:1)		

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$

(b)(4

SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The option status has changed from Option to Option Exercised. The MILSTRIP M9545013RCH2511 has been added.

CLIN 2002

The option status has changed from Option to Option Exercised. The MILSTRIP M9545013RCH2511 has been added.

CLIN 2003

The option status has changed from Option to Option Exercised. The MILSTRIP M9545013RCH2511 has been added.

CLIN 2004

The option status has changed from Option to Option Exercised. The MILSTRIP M9545013RCH2511 has been added.

CLIN 2005

The option status has changed from Option to Option Exercised.—The MILSTRIP M9545013RCH2511 has been added.

CLIN 2006

The option status has changed from Option to Option Exercised. The MILSTRIP M9545013RCH2511 has been added.

CLIN 2007

The option status has changed from Option to Option Exercised. The MILSTRIP M9545013RCH2511 has been added.

CLIN 2008

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by from \$\(\begin{align*} \begin{al

CLIN 2001:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112001) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112001 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2002:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112002) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112002 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2003:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112003) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112003 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2004:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112004) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112004 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2005:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112005) was increased by \$\(\begin{array}{c} \begi

The contract ACRN AD has been added.

The CIN M9545013RCH25112005 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2006:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112006) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112006 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2007:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112007) was increased by \$40,000.00 from \$0.00 to \$40,000.00

The contract ACRN AD has been added.

The CIN M9545013RCH25112007 has been added.

The Cost Code 3RCH251124LZ has been added.

			1. CONTRACT ID CODE	PAGE OF PAGES	
AMENDMENT OF SOLICITA	ATION/MODII	FICATION OF CONTRACT	J	1 5	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJEC	CT NO.(Ifapplicable)	
P00010	12-Jul-2012				
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item6)	CODE S24	104A	
MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342			
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	9A. AMENDMENT OF	SOLICITATION NO.	
ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400			9B. DATED (SEE ITEM	11)	
RESTON VA 20190-4742		x	10A. MOD. OF CONTRA M67854-11-F-1016	ACT/ORDER NO.	
		NE X	10B. DATED (SEE ITE	M 13)	
CODE 1NXG2	FACILITY CO	DE ^ APPLIES TO AMENDMENTS OF SOLICIT	1		
The above numbered solicitation is amended as set for				xtended.	
provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION D	reference to the solicitation HE RECEIPT OF OFFERS umendment you desire to che e solicitation and this amer	S PRIOR TO THE HOUR AND DATE SPECIFIED M lange an offer already submitted, such change may be n	KNOWLEDGMENT TO BE IAY RESULT IN mde by telegramor letter,		
See Schedule			.		
		TO MODIFICATIONS OF CONTRACTS/CACT/ORDER NO. AS DESCRIBED IN ITEM			
X A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A (Changes Clause 52.243-1)	UANT TO: (Specify			THE	
B. THE ABOVE NUMBERED CONTRACT/	ORDER IS MODIFIE	D TO REFLECT THE ADMINISTRATIVE	CHANGES (such as change	es in paying	
office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I		RSUANT TO THE AUTHORITY OF FAR OURSUANT TO AUTHORITY OF:	43.103(B).	<u>. </u>	
D. OTHER (Specify type of modification and	d authority)				
E. IMPORTANT: Contractor is not,	x is required to s	ign this document and return 1 c	opies to the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: thompson122686 The purpose of this modification is to: 1) update the key personnel position for MAKE Lead Application Developer/ Programmer, from Matt Farran to Joshua French; 2) update the key personnel position for the OIS-MC Lead Application Developer/Programmer from Mark Fow ler to Greg Merrill, and 3) update Access' Address to reflect changes in the CCR. The total contract value remains unchanged. For a summary of changes see page 2.					
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type of		m9A or 10A, as heretofore changed, remains unchang 16A. NAME AND TITLE OF CON JEFFREY CAMPBELL / CONTRACTING OFFIC	TRACTING OFFICER (Ty	vpe or print)	
		TEL: 703-432-4179	EMAIL: jeffrey.t.campbell@usr	nc.mil	
15B. CONTRACT OR/OFFEROR	15C, DATE SIGN			16C. DATE SIGNED	
	_	BY 337	and the	12-Jul-2012	
(Signature of person authorized to sign)		(Signature of Contracting Office	cer)		

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The contractor organization has changed from

ACCESS SYSTEMS, INCORPORATED

(h)(6)

11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742

to

ACCESS SYSTEMS, INCORPORATED

(b)(6

12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742

The following have been modified:

SECTION H

Special Contract Requirements

H.1. SUBSTITUTION OF KEY PERSONNEL

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel				
Program Manager	(b)(6)			
MAKE Lead Business Systems Analyst	(b)(6)			
OIS-MC Lead Business Systems Analyst	(b)(6)			

MAKE Lead Application Developer/Programmer	(b)(6)
OIS-MC Lead Application Developer/Programmer	(b)(6)

H.2. UNAUTHORIZED CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

H.4. SECURITY

Reserved.

H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.

H.6. GOVERNMENT FURNISHED PROPERTY

The Government will not provide any GFP under this contract.

H.7. TRAVEL

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

M67854-11-F-1016 P00010 Page 5 of 5

A REPLIE SERVE OF COVE COM.	TIONINGONE	ICATION OF CONTRA CT		1.CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT		J		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	TNO.(Ifapplicable)
P00009	28-Dec-2011					
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item 6)		COI	DE S24	04A
MARCORSYSCOM PM AMMO		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200				
ATTN: CT 2041		MANASSAS VA 20109-2342				
39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556						
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, S	State and Zip Code)	9	A. AMENDM	ENT OF S	OLICITATION NO.
ACCESS SYSTEMS, INCORPORATED			_			
(b) (6) 11710 PLAZA AMERICA DR STE 900			9	B. DATED (S	EE ITEM	11)
RESTON VA 20190-4742		-		OA MOD OF	CONTRA	CT/ODDED NO
			X ¼	/67854-11-F-	1016	CT/ORDER NO.
			1	0B. DATED	(SEE ITEN	4 (3)
CODE 1NXG2	FACILITY COD	DE .	1 1	5-Dec-2010		,
		PPLIES TO AMENDMENTS OF SOLIC	CITA	TIONS		
The above numbered solicitation is amended as set forth				extended,	is not ex	tended.
			\Box			
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning		ified in the solicitation or as amended by one oft at; (b) By acknowledging receipt ofthis amendme			ffer submitted	• 0
or (c) By separate letter or telegram which includes a re						»/
RECEIVED AT THE PLACE DESIGNATED FOR TH						
REJECTION OF YOUR OFFER. Ifby virtue of this am		1			etter,	
provided each telegramor letter makes reference to the s	colicitation and this amend	lment, and is received prior to the opening hour a	and date	e specified.		·
12. ACCOUNTING AND APPROPRIATION DA See Schedule	ATA (If required)					
	M ABBI IECONI V 7	TO MODIFICATIONS OF CONTRACT	S/OBE	EDC		
		CT/ORDER NO. AS DESCRIBED IN ITI				
A. THIS CHANGE ORDER IS ISSUED PURSU					MADE IN	THE
CONTRACT ORDER NO. IN ITEM 10A.	Aut 10. (Speelly a	denotity) The characteristics		Livi i i i i i i i		1112
			**			
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE	VE CH	HANGES (such	as changes	in paying
office, appropriation date, etc.) SET FORT			IK 43.	103(B).		
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PO	JRSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and	authority)					
Per FAR 52.217-9 Option to Extend Term of					007	
E. IMPORTANT: Contractor X is not,		n this document and return		es to the issuir		
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized	by UCF section headings, including solid	citatio	n/contract sub	ject matte	Г
where feasible.) Modification Control Number: thompson1	2998					
The purpose of this modification is to exercise		Year 1. The total contract value has inc	creas	ed by (b)	(4) fro	m
		e page 2. All other terms and conditions			d.	
587.						
Except as provided herein, all terms and conditions of the d	ocument referenced in Item	19A or 10A, as heretofore changed, remains uncha	anged a	ınd in full force an	id effect	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO				pe or print)
	• /	ANITA M. NORRIS / CONTRACTING OFFIC				· ·
	1	TEL: 703-432-3153		EMAIL: anita.non	3 - 2 - 7	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	110		~ -		16C. DATE SIGNED
		BY .	~	K Jane	-	21-Dec-2011
(Signature of person authorized to sign)	-	(Signature of Contracting O	fficer)		= 1-600-20 T I
EVCERTION TO SE 20						EODM 20 (Day 10 92

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised. The MILSTRIP M9545012RCAF432 has been added.

CLIN 1002

The option status has changed from Option to Option Exercised. The MILSTRIP M9545012RCAF432 has been added.

CLIN 1003

The option status has changed from Option to Option Exercised. The MILSTRIP M9545012RCAF432 has been added.

CLIN 1004

The option status has changed from Option to Option Exercised. The MILSTRIP M9545012RCAF432 has been added.

CLIN 1005

The option status has changed from Option to Option Exercised. The MILSTRIP M9545012RCAF432 has been added.

CLIN 1006

The option status has changed from Option to Option Exercised. The MILSTRIP M9545012RCAF432 has been added.

CLIN 1007

The option status has changed from Option to Option Exercised. The MILSTRIP M9545012RCAF432 has been added.

CLIN 1008

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from \$\((b) (4) \)

CLIN 1001:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321001) was increased by \$\(\begin{array}{c} \begi

The contract ACRN AC has been added.

The CIN M9545012RCAF4321001 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1002:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321002) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321002 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1003:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321003) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321003 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1004:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321004) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321004 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1005:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321005) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321005 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1006:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321006) was increased by \$ (b)(4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321006 has been added. The Cost Code 2RCAF43224LZ has been added.

CLIN 1007:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321007) was increased by \$40,000.00 from \$0.00 to \$40,000.00

The contract ACRN AC has been added.

The CIN M9545012RCAF4321007 has been added.

The Cost Code 2RCAF43224LZ has been added.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	110N/MODIF	ICATION OF CONTRACT	J		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJEC	ΓNO.(Ifapplicable)
P00008	14-Nov-2011			_	
6. ISSUED BY CODE	V167854	7. ADMINISTERED BY (Ifother than item 6)	CO	DE S240	04A
MARCORSYSCOM PM AMMO		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200			
ATTN: CT 2041		MANASSAS VA 20109-2342			
39 TECH PARKWAY, SUITE 211 STAFFORD VA 22566					
8. NAME AND ADDRESS OF CONTRACTOR (1	No., Street, County, S	tate and Zip Code)	9A. AMENDM	ENT OF S	OLICITATION NO.
ACCESS SYSTEMS, INCORPORATED	,,,, .				
(b) (6) 11710 PLAZA AMERICA DR STE 900			9B. DATED (S	EE ITEM 1	11)
RESTON VA 20190-4742		-			
			x 10A. MOD. OF M67854-11-F-	CONTRA 1016	CT/ORDER NO.
		-	10B. DATED		
CODE 1NVC2	DACH ITY COD		X 15-Dec-2010	(BEE II EN	1 13)
CODE 1NXG2	FACILITY COD	E	10 200 2010		
				Tie met est	andad
The above numbered solicitation is amended as set forth			is extended,	is not ext	endeu.
Offer must acknowledge receipt of this amendment prior				Constitution 1	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a ref		t; (b) By acknowledging receipt of this amendme			;
RECEIVED AT THE PLACE DESIGNATED FOR THI	RECEIPT OF OFFERS	PRIOR TO THE HOUR AND DATE SPECIFIED	MAY RESULTIN	10 00	
REJECTION OF YOUR OFFER. If by virtue of this ame	endment you desire to cha	nge an offer already submitted, such change may b	e made by telegramor le	etter,	
provided each telegramor letter makes reference to the se	olicitation and this amend	ment, and is received prior to the opening hour a	nd date specified.		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
13 THISITE	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS	VORDERS.		No State of
		T/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PURSU. CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE I	MADE IN	ГНЕ
X B. THE ABOVE NUMBERED CONTRACT/O	RDER ISMODIFIED	TO REFLECT THE ADMINISTRATIV	VE CHANGES (such	as changes	in paving
office, appropriation date, etc.) SET FORT					
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:			•
D OTHER (Carifo August 6 and 16 and 1	and be middle				
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuir	ng office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC	CATION (Organized	by UCF section headings, including solic	citation/contract sub	ject matter	
where feasible.) Modification Control Number: thompson12	252				
The purpose of this modification is to: 1) change		ntract to state DCMA S2404A as the c	ontract administrate	or: and 2) i	ındate
section G to include G.2 Delegation of Author	•				
contract value remains unchanged. For a sur					
Except as provided herein, all terms and conditions of the do	cument referenced in Item	9A or 10A, as heretofore changed, remains uncha	inged and in full force an	nd effect.	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO	ONT RACTING OFF		e or print)
		ANITA M. NORRIS / CONTRACTING OFFICE TEL: 703-432-3153	CER EMAIL: anita.non	ris@usmc.mil	
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNE		RICA	11	6C. DATE SIGNED
		() e : + + 1 × 1	~ 1 Berri	. 1	
(6)		BY		—— l	08-Nov-2011
(Signature of person authorized to sign)		(Signature of Contracting O	incer)		

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The Criticality code C has been added.

The 'administered by' organization has changed from MARCORSYSCOM PM AMMO ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

to DCMA MANASSAS

10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342

The 'Payment will be made by' organization has changed from
DFAS - COLUMBUS CENTER
DFAS - CO/SOUTH ENTITLEMENT OPERATIONS (8
PO BOX 182264
COLUMBUS OH 43218-2264
to
DFAS - COLUMBUS CENTER

DFAS - COLUMBUS CENTER
DFAS - CO/SOUTH ENTITLEMENT
OPERATIONS (8558)
PO BOX 182264
COLUMBUS OH 43218-2264

The following have been modified:

<u>SECTION G</u>

Contract Administration Data

ADMINISTRATION DATA

G. 1 MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/. Training for WAWF is available at http://www.wawftraining.com/index.html.

The USMC WAWF-RA point of contact for this contract is (1) Mr. John Corrigan, and can be reached on (2) 703-432-4445, or via email at (3) john.corrigan@usmc.mil. The alternate USMC WAWF-RA point of contact is (4) Ms. Cassandra Holloway, and can be reached on (5) 703-432-4443, or via email at (6) casandra.holloway@usmc.mil.

The contactor is directed to use the following guidance when choosing a format for processing invoices, receiving reports, and cost vouchers. If billing for Materials Only, select "Combo." If billing for Materials and Service, select "Combo." If billing for Services Only, select 2-in-1 (Services Only). If billing for Cost Type/Reimbursable Contracts, select "Cost Voucher."

Contractor is to submit payment requests only for items delivered to the Government. Contractor is to provide tracking information (e.g., FedEx, UPS, etc. transportation/shipping document) allowing confirmation of delivery by the Government. Tracking information and a packing slip or invoice indicating the quantity and ship-to location per Section F will be attached and uploaded into WAWF as supporting documentation.

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)

PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)

WAWF: https://wawf.eb.mil/ < https://wawf.eb.mil/>

My Invoice: https://myinvoice.csd.disa.mil https://myinvoice.csd.disa.mil

The WAWF-RA Point of contact for this contract is Candy Burchett. Ms. Burchett can be reached at 703-432-8788

Data entry information in WAWF: Payment Office DoDAAC: HQ0338 Issue By DoDAAC: M67854 Admin Office DoDAAC: S2404A Ship To DoDAAC: M67854

Service Acceptor DODAAC: AMMO Service Approver DODAAC: M67854

Additional E-mail notifications of invoices and Points of Contact:

Anita M. Norris, Procuring Contracting Officer (PCO)

703-432-5674

Anita.norris@usmc.mil

DCMA Virginia
John Cronin, Administrative Contracting Officer (ACO)
Phone 1- (540) 951-6127
Fax 1 - (540) 961-8966

John.cronin@dcma.mil

Wendy Thompson, Contract Specialist 703-432-8731 wendy.thompson@usmc.mil

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

G.2 DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION

The Administrative Contracting Officer (ACO), Mr. John Cronin, of the cognizant Defense Contract Management Agency (DCMA), 10500 Battleview PKWY Suite 200 Manassas, VA 20109-2342, telephone 1- (540) 951-6127, Fax 1 - (540) 961-8966 email john.cronin@dcma.mil, is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR Subpart 42.3. In addition to the administration functions set forth in FAR 42.302(a), DCMA (Manassas) is also designated as the authority set forth in FAR 42.302(b).

G.3 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)

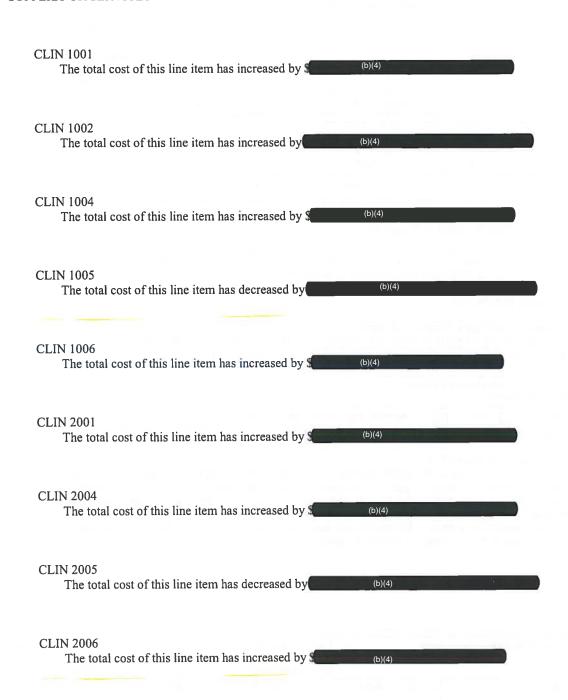
- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment Systems (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at http://www.cpars.navy.mil/. Further information on CPARS is available at that web site.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven (7) days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. (Name Phone E-mail Address).

			1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	'ATION/MODII	FICATION OF CONTRACT	J		1 6
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	TNO.(Ifapplicable)
P00007	01-Jul-2011				
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item6)	CO	DE S240)4A
MARCORSYSCOM PM AMMO		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200			
ATTN: CT 2041 39 TECH PARKWAY, SUITE 211		MANASSAS VA 20109-2342			
STAFFORD VA 22556					
	<u> </u>	1			
 NAME AND ADDRESS OF CONTRACTOR ACCESS SYSTEMS, INCORPORATED 	. (No., Street, County,	State and Zip Code)	9A. AMENDM	ENT OF SC	DLICITATION NO.
(b)(6) 11710 PLAZA AMERICA DR STE 900		Ì	9B. DATED (S	EE ITEM 1	1)
RESTON VA 20190-4742					
			x 10A. MOD. OF M67854-11-F-	CONTRAC	CT/ORDER NO.
			10B. DATED		
CODE 1NXG2	FACILITY CO	DE	X 15-Dec-2010		
11		APPLIES TO AMENDMENTS OF SOLI	CITATIONS		
The above numbered solicitation is amended as set fo	rth in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not ext	ended.
Offer must acknowledge receipt of this amendment pr	rior to the hour and date spe	cified in the solicitation or as amended by one oft	he following methods:		
(a) By completing Items 8 and 15, and returning		ent; (b) By acknowledging receipt of this amendme	• •		
or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR				IO BE	
REJECTION OF YOUR OFFER. Ifby virtue of this	amendment you desire to ch	ange an offer already submitted, such change may	e made by telegramor le	etter,	
provided each telegramor letter makes reference to the	e solicitation and this ame	ndment, and is received prior to the opening hour	and date specified.		
12. ACCOUNTING AND APPROPRIATION I	DATA (If required)				
See Schedule					
		TO MODIFICATIONS OF CONTRACT ACT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify			MADE IN 1	ГНЕ
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	ORDER IS MODIFIE	D TO REFLECT THE ADMINISTRATI'	VE CHANGES (such	as changes	in paying
C. THIS SUPPLEMENTAL AGREEMENT					·
X D. OTHER (Specify type of modification an By Mutual Agreement of the Parties	nd authority)				
E. IMPORTANT: Contractor is not,	X is required to s	ign this document and return 1	copies to the issuit	ng office.	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: thompson The purpose of this modification is to: 1) reprequirements and remove H.4 content; 2) status" from SOW section 3.1.6.1 & add to required and current attachments; 5) docu change section H.7 Travel from \$10,000 que contract value remains unchanged. For a section 1.5.	n113808 move the DD254 requ remove language "adr SOW section 3.1.6; 3 ment that modification larterly to \$40,000 and	rement; update the SOW sections 4.1, 4 ministrative, assurance of compliance w c) clarify section 3.3.2 & 1.3.2. of the SO n numbers P00002 & P00003 w ere skipp nually; and 7) update all option CLINs to	1.2, & 4.2.1 to clarif ith contract require bW; 4) update Secti ped due to system p	y security ements, pro on J to refle problems; 6	gram ect 5)
Except as provided herein, all terms and conditions of the	e document referenced in Ite	m9A or 10A, as heretofore changed, remains unch	anged and in full force ar	nd effect.	
15A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF CO	CER		e or print)
		TEL: 703-432-3153	EMAIL: anita.nor		(O DATE CO.
15B. CONTRACT OR/OFFEROR	15C. DATE SIGN	and the same of th			6C. DATE SIGNED
	_	BY	~ K Jerry	<u> </u>	01-Jul-2011
(Signature of person authorized to sign)		(Signature of Contracting O	fficer)		

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES



M67854-11-F-1016 P00007 Page 3 of 6

CLIN	The total cost of this line item has decreased by	(b)(4)	
	3002 The total cost of this line item has decreased by \$	(b)(4)	
	Tanal Tana	(b)(4)	
	Tage 1 3005 The total cost of this line item has decreased by	(b)(4)	
	N 3006 The total cost of this line item has increased by	(b)(4)	
	N 4001 The total cost of this line item has decreased by	(b)(4)	
	N 4004 The total cost of this line item has increased by	(b)(4)	
	N 4005 The total cost of this line item has decreased by \$\frac{3}{2} \rightarrow{2}{2} \rightarrow{2}{2}	(b)(4))
	N 4006 The total cost of this line item has decreased by §	(b)(4)	

The following have been modified:

SECTION H

Special Contract Requirements

H.1. SUBSTITUTION OF KEY PERSONNEL

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel				
Program Manager	(b)(6)			
MAKE Lead Business Systems Analyst	(b)(6)			
OIS-MC Lead Business Systems Analyst	(b)(6)			
MAKE Lead Application Developer/Programmer	(b)(6)			
OIS-MC Lead Application Developer/Programmer	(b)(6)			

H.2. UNAUTHORIZED CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be

provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

H.4. SECURITY

Reserved.

H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.

H.6. GOVERNMENT FURNISHED PROPERTY

The Government will not provide any GFP under this contract.

H.7. TRAVEL

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

5	SECTION J
ATTA	CHMENTS

DOCUMENT TYPE	DESCRIPTION		PAGES
Attachment 1	Revised SOW	Dated 1 June 2011	27
Attachment 2	Revised CDRLs	Dated 25 Mar 2011	31
Attachment 3	Revised QASP	Dated 25 Mar 2011	26

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	HON/MODIFI	CATION OF CONTRACT	J		1 10
2. AMENDMENT/MODIFICATION NO. 3	. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJEC	TNO.(Ifapplicable)
P00006	10-Jun-2011				
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item 6)	COI	DE S24	04A
MARCORSYSCOM PM AMMO		DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200			
ATTN: CT 2041		MANASSAS VA 20109-2342			
39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556					
8. NAME AND ADDRESS OF CONTRACTOR ()	No., Street, County, St	ate and Zip Code)	9A. AMENDM	ENT OF S	OLICITATION NO.
ACCESS SYSTEMS, INCORPORATED (b)(6)		}	9B. DATED (S	EE ITEM	11)
11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742		İ	JB. DATED (S	LL II LIVI	'''
			X 10A. MOD. OF	CONTRA	CT/ORDER NO.
		-			
			10B. DATED (X 15-Dec-2010	(SEETTEN	1 13)
CODE 1NXG2	FACILITY COD	PLIES TO AMENDMENTS OF SOLIC	1.0 200 2010		
				is not ex	and a d
The above numbered solicitation is amended as set forth			is extended,	is not ex	lended.
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning		ied in the solicitation or as amended by one ofth ; (b) By acknowledging receipt ofthis amendmen		for submitted	*:
or (c) By separate letter or telegram which includes a refe					1
RECEIVED AT THE PLACE DESIGNATED FOR THE					
REJECTION OF YOUR OFFER. Ifby virtue of this ame				etter,	
provided each telegramor letter makes reference to the so		ment, and is received prior to the opening nour a	nd date speciaed.		
12. ACCOUNTING AND APPROPRIATION DA	I'A (If required)				
See Schedule	A ADDI JECONI W.T.	O MODIFICATIONS OF CONTRACTS	CORDERC		
		O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSU.				MADE IN	THE
CONTRACT ORDER NO. IN ITEM 10A.	,, (,	,,			
B. THE ABOVE NUMBERED CONTRACT/O	DED ICMODIFIED	TO DEEL ECT THE ADMINISTRATIS	E CHANCES (mich	or chonge	in naving
office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURS	UANT TO THE AUTHORITY OF FA	R 43.103(B).	as changes	s in paying
C. THIS SUPPLEMENT AL AGREEMENT IS					
				1	
X D. OTHER (Specify type of modification and a	uthority)				
By Mutual Agreement of the Parties				cc	
E. IMPORTANT: Contractor is not,	is required to sign	this document and return 1	copies to the issuin	ng office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC	CATION (Organized	by UCF section headings, including solic	itation/contract sub	ject matte	r
where feasible.) Modification Control Number: thompson1	13601				
The purpose of this modification is to: 1) corre		CLINs 0001, 0004, 0005 & 0006; this o	orrection results in	adding	
corresponding CLINs 0201, 0204, 0205 & 0200	6; 2) fund a portion o	CLIN 0005 with a different Line of Ac	counting (LOA): C	LIN 0005 i	s
		ded for \$ (b)(4) using the new !			
performance is updated to reflect the new CL		al contract value is reduced by .03 cer	its. All other terms	and cond	tions
remain the same. See page 2 for a summary	or changes.				
Except as provided herein, all terms and conditions of the do					
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANITA M. NORRIS/CONTRACTING OFFICER					pe or print)
		TEL: 703-432-3153	EMAIL: anita.non	ris@usmc.mil	
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNE				16C. DATE SIGNED
	J. S. S. F. E. B. G. A. E.	CD exten You	~ Krewi	. 1	
(Signature of pages outhorized to sign)		(Signature of Contracting Of			13-Jun-2011
(Signature of person authorized to sign)	1	(Signature of Contracting Of	111001)		

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0001		
The pricing detail quantity has decreased by	(b)(4)	
The total cost of this line item has decreased by	(b)(4))
(b)(4)		
CLIN 0004		
The prieming detail qualitity has decreased by	(b)(4)	
The total cost of this line item has decreased by \$	(b)(4)	10
G (b)(4)		
CLIN 0005		
The pricing detail quantity has decreased by	(b)(4)	
The total cost of this line item has decreased by \$\)		
\$ (b)(4)	(5)(4)	
CLIN 0006		
The pricing detail quantity has decreased by	(b)(4)	
The total cost of this line item has decreased by \$	(b)(4)	to
(b)(4)		
CT D 1 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		

CLIN 0201 is added as follows:

M67854-11-F-1016 P00006 Page 3 of 10

ITEM NO 0201

SUPPLIES/SERVICES

QUANTITY 7

UNIT Months **UNIT PRICE** (b)(4)

AMOUNT

Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT

ACRN AA

CIN: M6785411RCAF3380201

CLIN 0204 is added as follows:

ITEM NO 0204

SUPPLIES/SERVICES

QUANTITY

UNIT Months **UNIT PRICE**

AMOUNT

Corrective and Preventive Maintenance

FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT

(b)(4)

(b)(4)

ACRN AA

CIN: M6785411RCAF3380204

CLIN 0205 is added as follows:

M67854-11-F-1016 P00006 Page 4 of 10

AMOUNT UNIT **UNIT PRICE ITEM NO** SUPPLIES/SERVICES QUANTITY (b)(4) Months 0205 7 Perfective and Adaptive Maintenance The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract FOB: Destination MILSTRIP: M6785411RCS1D46 **NET AMT** ACRN AB CIN: M6785411RCS1D460205 CLIN 0206 is added as follows: UNIT **AMOUNT** ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT PRICE** 0206 7 Months (b)(4) AAIS Helpdesk Support **FFP** The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so. FOB: Destination MILSTRIP: M6785411RCAF338 **NET AMT** ACRN AA (b)(4) CIN: M6785411RCAF3380206 ACCOUNTING AND APPROPRIATION Summary for the Payment Office

CLIN 0001:

AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (CIN M6785411RCAF3380001) was decreased by \$ (b)(4)

As a result of this modification, the total funded amount for this document was decreased by (b)(4)

CLIN 0004:	
AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (Odecreased by \$ (b)(4)	CIN M6785411RCAF3380004) was
CLIN 0005:	
AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (Odecreased by (b)(4)	CIN M6785411RCAF3380005) was
CLIN 0006:	
AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (0 decreased by \$ (b)(4)	CIN M6785411RCAF3380006) was
CLIN 0201: Funding on CLIN 0201 is initiated as follows:	
ACRN: AA	
CIN: M6785411RCAF3380201	
Acctng Data: 17111061A2A 251 67854 067443 2D M67854	
Increase: (b)(4)	
Total: (b)(4)	
Cost Code: 00011RCAF338	
CLIN 0204: Funding on CLIN 0204 is initiated as follows:	
ACRN: AA	
CIN: M6785411RCAF3380204	
Acctng Data: 17111061A2A 251 67854 067443 2D M67854	
Increase: (b)(4)	
Total: (b)(4)	
Cost Code: 00011RCAF338	
CLIN 0205: Funding on CLIN 0205 is initiated as follows:	
ACRN: AB	

CIN: M6785411RCS1D460205

Acctng Data: 17111061A2A 253 67854 067443 2D M67854

UIC

M67854

Increase: (b)(4)

Total: (b)(4)

Cost Code: 1RCS1D4624LZ

CLIN 0206:

Funding on CLIN 0206 is initiated as follows:

ACRN: AA

CIN: M6785411RCAF3380206

Acctng Data: 17111061A2A 251 67854 067443 2D M67854

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00011RCAF338

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS

POP 28-DEC-2010 TO N/A MARCORSYSCOM PM AMMO 27-DEC-2011 CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 28-DEC-2010 TO N/A MARCORSYSCOM PM AMMO M67854 27-MAY-2011 CANDY BURCHETT

ATTN: CT 2041 39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

M67854-11-F-1016 P00006 Page 7 of 10

M67854

POP 28-DEC-2010 TO N/A

27-DEC-2011

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2010 TO

27-DEC-2011

N/A MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2010 TO

27-DEC-2011

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 28-DEC-2010 TO 27-MAY-2011

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854-11-F-1016 P00006 Page 8 of 10

POP 28-DEC-2010 TO 27-DEC-2011

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2010 TO 27-MAY-2011

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0006 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 28-DEC-2010 TO 27-DEC-2011

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

MARCORSYSCOM PM AMMO

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 28-DEC-2010 TO 27-MAY-2011

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

The following Delivery Schedule item has been added to CLIN 0201:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854-11-F-1016 P00006 Page 9 of 10

POP 28-MAY-2011 TO N/A MARCORSYSCOM PM AMMO

M67854

27-DEC-2011

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item has been added to CLIN 0204:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-MAY-2011 TO

27-DEC-2011

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item has been added to CLIN 0205:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 28-MAY-2011 TO

27-DEC-2011

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item has been added to CLIN 0206:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 28-MAY-2011 TO

27-DEC-2011

MARCORSYSCOM PM AMMO

CANDY BURCHETT

M67854

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0201:

INSPECT AT Destination

INSPECT BY Government

ACCEPT AT Destination

ACCEPT BY Government

M67854-11-F-1016 P00006 Page 10 of 10

The following Acceptanc INSPECT AT Destination	e/Inspection Sch	edule was added fo INSPECT BY Government	or CLIN 0 ACCEP Destinat	T AT	ACCEPT BY Government
The following Acceptance INSPECT AT Destination	e/Inspection Sch	edule was added fo INSPECT BY Government	or CLIN 0 ACCEP Destina	T AT	ACCEPT BY Government
The following Acceptance INSPECT AT Destination	e/Inspection Sch	edule was added fo INSPECT BY Government	or CLIN 0 ACCEP Destina	T AT	ACCEPT BY Government
The following have been SECTION J ATTACHMENTS DOCUMENT TYPE Attachment 1	modified: DESCRIPTIO Statement of V			Dated 09 May 2010	PAGES 27
Attachment 2	Exhibits, Cont	ract Line Items (Cl	DRLs)	Dated 30 Nov 2010	31
Attachment 3	Quality Assurance Surveillance Plan (QASP)		Dated 09 May 2010	28	
Attachment 4	Form, DD254				
Attachment 5	Revised SOW			Dated 24 Feb 2011	27
Attachment 6	Revised CDRI	Ls		Dated 24 Feb 2011	31
Attachment 7	Revised QASI	P		Dated 24 Feb 2011	27
Attachment 8	Revised SOW			Dated 25 Mar 2011	27
Attachment 9	Revised CDR	Ls		Dated 25 Mar 2011	31
Attachment 10	Revised QASI	P		Dated 25 Mar 2011	26

AMENDMENT OF SOLICITA	TION/MODIE	ICATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA		ication of contract	J		1 5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJEC	NO.(Ifapplicable)
P00005	07-Apr-2011				
6, ISSUED BY CODE	 M67854	7. ADMINISTERED BY (Ifother than item6)	СО	DE S240)4A
	110700	DCMA MANASSAS			
MARCORSYSCOM PM AMMO ATTN: CT 2041		10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342			
39 TECH PARKWAY, SUITE 211					
STAFFORD VA 22556					
8. NAME AND ADDRESS OF CONTRACTOR (No Street County	State and Zin Code)	19A. AMENDM	ENT OF SO	DLICITATION NO.
ACCESS SYSTEMS, INCORPORATED	ivo., street, County,	state and Zip Code)			
((b)(6) 11710 PLAZA AMERICA DR STE 900			9B. DATED (S	EE ITEM 1	1)
RESTON VA 20190-4742		L			150
			X M67854-11-F-	F CONTRA	CT/ORDER NO.
			10B. DATED		
1000			X 15-Dec-2010	(SEE II EIV	1 13)
CODE 1NXG2	FACILITY COL	DE	10 200 2010	··	
The state of the s	_				
The above numbered solicitation is amended as set forth			is extended,	is not ext	cnucu.
Offer must acknowledge receipt of this amendment prior	to the hour and date spec	rified in the solicitation or as amended by one of the	e following methods:	Granuk	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re		nt; (b) By acknowledging receipt of this amendmen			l .
RECEIVED AT THE PLACE DESIGNATED FOR TH					
REJECTION OF YOUR OFFER. If by virtue of this am				etter,	
provided each telegramor letter makes reference to the s	olicitation and this amen	dment, and is received prior to the opening hour ar	id date specified.		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)				
		TO MODIFICATIONS OF CONTRACTS			
		CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSU	ANT TO: (Specify a	authority) THE CHANGES SET FORTH	IN ITEM 14 ARE	MADE IN	ГНЕ
CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	E CHANGES (such	as changes	in paying
office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAI	R 43.103(B).		
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO P	URSUANT TO AUTHORITY OF:			
	41 24.3	*			
D. OTHER (Specify type of modification and By mutual agreement of the parties	authority)				
	in manyimad to ai	gn this document and return 1	copies to the issui	ng office	
luani l	<u>~</u>		•		
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized	d by UCF section headings, including solic	itation/contract sul	bject matter	
where feasible.) Modification Control Number: thompson1	12525				
The purpose of this modification is to: 1) change		re for CLIN 0005 from quarter to months	; 2) change the ur	nit of measu	ire for
CLINs 0007, 1007, 2007, 3007 & 4007 from qu					
system error; 4) add DCMA S2404A to block	7 of the contract; 5)	update section G of the contract to add	John Cronin, DCN	/A ACO, ch	ange
admin office DoDAAC from M67854 to S2404	A, and change PCO	from Berniece Washington to Anita M. N	lorris; 6) update t	he DD254 f	orm,
attachment 4 to the contract; 7) clarify section					t 9 to
the contract; and 9) revise QASP, attachment conditions remain unchanged. For a summary			ngea. All other ter	ms and	
conditions remain unchanged. For a summar	y or changes see pa	age two.			
Except as provided herein, all terms and conditions of the d	ocument referenced in Item	n9A or 10A, as heretofore changed, remains uncha	nged and in full force a	nd effect.	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO			e or print)
	<u> </u>	ANITA M, NORRIS / CONTRACTING OFFIC			
		TEL: 703-432-3153	EMAIL: anita.nor		
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNI	The second secon		_	6C. DATE SIGNED
		BY .	Jr. James	00	07-Apr-2011
(Signature of person authorized to sign)	-	(Signature of Contracting Of	ficer)		0, Apr 2011
377					

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0005

The unit of issue has changed from Quarter (Time) to Months.

CLIN 0007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 1007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 2007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 3007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 4007

The unit of issue has changed from Quarter (Time) to Cost.

The following have been modified:

SECTION G

Contract Administration Data

ADMINISTRATION DATA

G. 1 MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor

request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/. Training for WAWF is available at http://www.wawftraining.com/index.html.

The USMC WAWF-RA point of contact for this contract is (1) Mr. John Corrigan, and can be reached on (2) 703-432-4445, or via email at (3) john.corrigan@usmc.mil. The alternate USMC WAWF-RA point of contact is (4) Ms. Cassandra Holloway, and can be reached on (5) 703-432-4443, or via email at (6) casandra.holloway@usmc.mil.

The contactor is directed to use the following guidance when choosing a format for processing invoices, receiving reports, and cost vouchers. If billing for Materials Only, select "Combo." If billing for Materials and Service, select "Combo." If billing for Services Only, select 2-in-1 (Services Only). If billing for Cost Type/Reimbursable Contracts, select "Cost Voucher."

Contractor is to submit payment requests only for items delivered to the Government. Contractor is to provide tracking information (e.g., FedEx, UPS, etc. transportation/shipping document) allowing confirmation of delivery by the Government. Tracking information and a packing slip or invoice indicating the quantity and ship-to location per Section F will be attached and uploaded into WAWF as supporting documentation.

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)

PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)

WAWF: https://wawf.eb.mil/ < https://wawf.eb.mil/>

My Invoice: https://myinvoice.csd.disa.mil https://myinvoice.csd.disa.mil
The WAWF-RA Point of contact for this contract is Candy Burchett. Ms. Burchett can be reached at 703-432-8788

Data entry information in WAWF: Payment Office DoDAAC: HQ0338 Issue By DoDAAC: M67854 Admin Office DoDAAC: S2404A Ship To DoDAAC: M67854 Service Acceptor DODAAC: AMMO Service Approver DODAAC: M67854

Additional E-mail notifications of invoices and Points of Contact: Anita M. Norris, Procuring Contracting Officer (PCO) 703-432-4949 Anita.norris@usmc.mil

DCMA Virginia
John Cronin, Administrative Contracting Officer (ACO)
Phone 1- (540) 951-6127
Fax 1 - (540) 961-8966
John.cronin@dcma.mil

Wendy Thompson, Contract Specialist 703-432-8760 wendy.thompson@usmc.mil

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)

- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment Systems (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at http://www.cpars.navy.mil/. Further information on CPARS is available at that web site.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (3) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven (7) days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. (Name Phone E-mail Address).

SECTION J			
ATTACHMENTS DOCUMENT TYPE Attachment 1	DESCRIPTION Statement of Work (SOW)	Dated 09 May 2010	PAGES 27
Attachment 2	Exhibits, Contract Line Items (CDRLs)	Dated 30 Nov 2010	31
Attachment 3	Quality Assurance Surveillance Plan (QASP)	Dated 09 May 2010	28
Attachment 4	Form, DD254	Dated 28 Dec 2010	5
Attachment 5	Revised SOW	Dated 24 Feb 2011	27
Attachment 6	Revised CDRLs	Dated 24 Feb 2011	31
Attachment 7	Revised QASP	Dated 24 Feb 2011	27

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Attachment 8	Revised SOW	Dated 25 Mar 2011	27
Attachment 9	Revised CDRLs	Dated 25 Mar 2011	31
Attachment 10	Revised QASP	Dated 25 Mar 2011	26

(End of Summary of Changes)

			1. CONTRACT ID CODE	PAGE OF PAGES			
AMENDMENT OF SOLICIT	ATION/MODII	FICATION OF CONTRACT	J	1 2			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJE	CTNO.(Ifapplicable)			
P00004	14-Mar-2011						
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item 6)	CODE				
MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	9A. AMENDMENT OF	SOLICITATION NO.			
ACCESS SYSTEMS, INCORPORATED (b)(6) 11710 PIAZA AMERICA DR STE 900			9B. DATED (SEE ITEM	11)			
RESTON VA 20190-4742			X 10A. MOD. OF CONTR. M67854-11-F-1016	ACT/ORDER NO.			
			10B. DATED (SEE ITE X 15-Dec-2010	M 13)			
CODE 1NXG2	FACILITY CO	<u>DE</u> APPLIES TO AMENDMENTS OF SOLI	10 000 1010				
The above numbered solicitation is amended as set for				extended.			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION I	reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to che e solicitation and this amen	S PRIOR TO THE HOUR AND DATE SPECIFIED nange an offer already submitted, such change may	ACKNOWLEDGMENTTO BE D MAY RESULT IN be made by telegramor letter,				
		TO MODIFICATIONS OF CONTRACT					
A. THIS CHANGE ORDER IS ISSUED PURE CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify			THE			
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PU	RSUANT TO THE AUTHORITY OF FA	VE CHANGES (such as chang AR 43.103(B).	es in paying			
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO P	PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification an By mutual agreement of the parties	d authority)						
E. IMPORTANT: Contractor is not,	X is required to s	ign this document and return 1	copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: thompson112326 The purpose of this modification is to: 1) Clarify the SOW (attachment 5 to the contract, 2) Update the CDRLs (attachment 6 to the contract), 3) Revise the QASP (attachment 7 to the contract), & 4) Designate Candy Burchett to be the COR. The total contract value remains unchanged. See page 2 for a summary of changes.							
Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BERNIECE WASHINGTON / CONTRACTING OFFICER							
LED COMED A CHOROCOCCO	LEC DATE CO.	TEL: 703-432-8761	EMAIL: berniece.washington@	Busmc.ml 16C. DATE SIGNED			
15B. CONTRACT OR/OFFEROR	15C. DATE SIGN	BY Bernece Le	f	14-Mar-2011			
(Signature of person authorized to sign)		(Signature of Contracting C	** 0				

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from DFAS COLUMBUS SOUTH ENTITLEMENT OPS P.O. BOX 182264
COLUMBUS OH 43218-2264
to

DFAS - COLUMBUS CENTER DFAS - CO/SOUTH ENTITLEMENT OPERATIONS (8 PO BOX 182264 COLUMBUS OH 43218-2264

The following have been modified:

SECTION J ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION		PAGES	
Attachment 1	Statement of Work (SOW)	Dated 09 May 2010	27	
Attachment 2	Exhibits, Contract Line Items (CDRLs)	Dated 30 Nov 2010	31	
Attachment 3	Quality Assurance Surveillance Plan (QASP)	Dated 09 May 2010	28	
Attachment 4	Form, DD254	n./a	4	
Attachment 5	Revised SOW	Dated 24 Feb 2011	27	
Attachment 6	Revised CDRLs	Dated 24 Feb 2011	31	
Attachment 7	Revised QASP	Dated 24 Feb 2011	27	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					CODE	PAGE OF PAGES		
AMENDMENT OF SOLICITA		J	1 22					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			TNO.(Ifapplicable)			
P00001	28-Dec-2010							
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (Ifother than item 6)		CODE				
MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		See Item 6						
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDME	NT OF S	OLICITATION NO.		
ACCESS SYSTEMS, INCORPORATED			_	OD DATED (CE	E ITEM	113		
11710 PLAZA AMERICA DR STE 900				9B. DATED (SE	EHEM	11)		
RESTON VA 20190-4742			x	10A, MOD, QF	CONTRA	CT/ORDER NO.		
>								
			x	10B. DATED (S	SEE ITE	M 13)		
CODE 1NXG2	FACILITY CO	<u>DE</u> APPLIES TO AMENDMENTS OF SOLI		15-Dec-2010				
The state of the s		100 No. 100 No	$\frac{\Box}{\Box}$		781 .	. 1.1		
The above numbered solicitation is amended as set forth Offer must acknowledge receipt of this amendment price			Ш	is extended,	is not ex	tended.		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a received ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this are provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION DA	copies of the amendme reference to the solicitation IE RECEIPT OF OFFERS rendment you desire to ch solicitation and this amen	ent; (b) By acknowledging receipt of this amendmen n and amendment numbers. FAILURE OF YOUR A S PRIOR TO THE HOUR AND DATE SPECIFIEI nange an ofter already submitted, such change may	ent of ACK D M/ be m	n each copy of the offe NOWLEDGMENTT AY RESULT IN ade by telegramor lett	O BE	l;		
-11 11		= = <u>n</u>		E I				
		TO MODIFICATIONS OF CONTRACT ACT/ORDER NO. AS DESCRIBED IN IT						
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.					IADE IN	ТНЕ		
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FOR	ORDER IS MODIFIE	D TO REFLECT THE ADMINISTRATI	VE (CHANGES (such a	is change	s in paying		
C. THIS SUPPLEMENTAL AGREEMENT IS								
X D. OTHER (Specify type of modification and Mutual Agreement Between Both Parties	authority)							
E. IMPORTANT: Contractor is not,	x is required to s	ign this document and return 1	co	pies to the issuing	g office.			
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: washingb The purpose of this modification is to revise to	111218					r		
Except as provided herein, all terms and conditions of the of 15A. NAME AND TITLE OF SIGNER (Type of 15A).		em9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF COBERNIECE WASHINGTON / CONTRACTING TEL: 703-432-8761	ON	RACTING OFFI	CER (Ty			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN		ERIC			16C. DATE SIGNED		
13B. CONTINICTOROLLEROR	is c. Ditt B bioli	_ 2	- 1	shirt	-			
(Signature of person authorized to sign)	-	(Signature of Contracting C				27-Dec-2010		

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOR: Destination	M67854
		FUR: Destination	

The following Delivery Schedule item for CLIN 0002 has been changed from:

1110 101			3	
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
	POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
To:				
	DELIVERY DATE	OUANTITY	SHIP TO ADDRESS	UIC

M67854-11-F-1016 P00001 Page 3 of 22

M67854

POP 28-DEC-2010 TO N/A

27-DEC-2011

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0003 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2010 TO

14-DEC-2011

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2010 TO

27-DEC-2011

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0004 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 15-DEC-2010 TO

14-DEC-2011

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 4 of 22

POP 28-DEC-2010 TO N/A MARCORSYSCOM PM AMMO

M67854

27-DEC-2011

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2010 TO 14-DEC-2011

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 28-DEC-2010 TO

27-DEC-2011

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE

14-DEC-2011

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2010 TO

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 5 of 22

M67854

POP 28-DEC-2010 TO 27-DEC-2011

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2010 TO 14-DEC-2011

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 28-DEC-2010 TO

27-DEC-2011

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041 39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 15-DEC-2010 TO 14-DEC-2011

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 6 of 22

M67854

POP 28-DEC-2010 TO N/A 27-DEC-2011

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1001 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

M67854

POP 28-DEC-2011 TO

27-DEC-2012

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1002 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 7 of 22

M67854

POP 28-DEC-2011 TO 27-DEC-2012

MARCORSYSCOM PM AMMO N/A

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1003 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 28-DEC-2011 TO

27-DEC-2012

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1004 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 8 of 22

M67854

POP 28-DEC-2011 TO N/A 27-DEC-2012

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1005 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 28-DEC-2011 TO

27-DEC-2012

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1006 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

M67854

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 9 of 22

POP 28-DEC-2011 TO N/A 27-DEC-2012

MARCORSYSCOM PM AMMO **CANDY BURCHETT**

M67854

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1007 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041 39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2011 TO

27-DEC-2012

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 1008 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2011 TO 14-DEC-2012

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination M67854

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 10 of 22

M67854

POP 28-DEC-2011 TO N/A 27-DEC-2012

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 2001 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2012 TO 14-DEC-2013

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 28-DEC-2012 TO

27-DEC-2013

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 2002 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2012 TO 14-DEC-2013

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 11 of 22

M67854

POP 28-DEC-2012 TO 27-DEC-2013

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 2003 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2012 TO 14-DEC-2013

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 28-DEC-2012 TO

27-DEC-2013

N/A

MARCORSYSCOM PM AMMO

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CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 2004 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2012 TO 14-DEC-2013

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 12 of 22

M67854

POP 28-DEC-2012 TO N/A 27-DEC-2013

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 2005 has been changed from:

N/A

DELIVERY DATE

QUANTITY

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POP 15-DEC-2012 TO

14-DEC-2013

MARCORSYSCOM PM AMMO

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CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

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27-DEC-2013

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CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556

703-432-8788

FOB: Destination

The following Delivery Schedule item for CLIN 2006 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2012 TO

14-DEC-2013

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 13 of 22

M67854

POP 28-DEC-2012 TO 27-DEC-2013

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 2007 has been changed from:

DELIVERY DATE

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N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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27-DEC-2013

N/A

MARCORSYSCOM PM AMMO

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CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 2008 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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M67854

POP 15-DEC-2012 TO 14-DEC-2013

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 14 of 22

POP 28-DEC-2012 TO N/A MARCORSYSCOM PM AMMO

M67854

27-DEC-2013

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3001 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2013 TO 14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

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POP 28-DEC-2013 TO 27-DEC-2014

MARCORSYSCOM PM AMMO

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CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3002 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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M67854

POP 15-DEC-2013 TO 14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 15 of 22

POP 28-DEC-2013 TO 27-DEC-2014

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3003 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2013 TO 14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 28-DEC-2013 TO 27-DEC-2014

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3004 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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M67854

POP 15-DEC-2013 TO 14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 16 of 22

POP 28-DEC-2013 TO N/A 27-DEC-2014

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3005 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2013 TO 14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

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POP 28-DEC-2013 TO

N/A 27-DEC-2014

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3006 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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M67854

POP 15-DEC-2013 TO 14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 17 of 22

POP 28-DEC-2013 TO 27-DEC-2014

N/A

MARCORSYSCOM PM AMMO CANDY BURCHETT

M67854

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3007 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2013 TO 14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 28-DEC-2013 TO

27-DEC-2014

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 3008 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2013 TO

14-DEC-2014

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 18 of 22

M67854

POP 28-DEC-2013 TO N/A 27-DEC-2014

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4001 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 28-DEC-2014 TO 27-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4002 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 19 of 22

M67854

POP 28-DEC-2014 TO 27-DEC-2015

N/A

MARCORSYSCOM PM AMMO **CANDY BURCHETT**

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4003 has been changed from:

DELIVERY DATE

QUANTITY

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POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

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SHIP TO ADDRESS

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POP 28-DEC-2014 TO

27-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4004 has been changed from:

DELIVERY DATE

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POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 20 of 22

M67854

POP 28-DEC-2014 TO 27-DEC-2015

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4005 has been changed from:

DELIVERY DATE

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SHIP TO ADDRESS

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POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

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SHIP TO ADDRESS

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POP 28-DEC-2014 TO

27-DEC-2015

N/A

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

MARCORSYSCOM PM AMMO

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4006 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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M67854

POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 21 of 22

POP 28-DEC-2014 TO 27-DEC-2015

N/A

MARCORSYSCOM PM AMMO CANDY BURCHETT

M67854

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4007 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT

ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

TATEODD VA 22556

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

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SHIP TO ADDRESS

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N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

The following Delivery Schedule item for CLIN 4008 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

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POP 15-DEC-2014 TO 14-DEC-2015

N/A

MARCORSYSCOM PM AMMO

M67854

CANDY BURCHETT ATTN: CT 2041

39 TECH PARKWAY, SUITE 211

STAFFORD VA 22556

703-432-8788 FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

M67854-11-F-1016 P00001 Page 22 of 22

M67854

POP 28-DEC-2014 TO N/A 27-DEC-2015

MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788

703-432-8788 FOB: Destination

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 1. REQUISITION NUMBER PAGE 1 OF 63														
2. CONTRACT NO. GS 06F 0593Z	3. AWARD/EFF 15-Dec-201		4. ORDE M6785		BER F-1016			5. SOLICITATI M67854-10				6. SOLICI	TATION ISS	UE DATE
7. FOR SOLICITATION INFORMATION CALL:	a NAME WENDY M	THOMPSON-	MINCH					b. TELEPHON 703-432-3		(No C	ollect Calls)	8. OFFER	DUE DATE	LOCAL TIME
9. ISSUED BY MARCORSY SCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556	CODE	67854		X S	IIS ACQU NRESTRI ET ASIDE	ICTED	I IS		11. DELIVIDESTINAT	ION U	JNLESS	12. DISC Net 30	COUNT TE	ERMS
					HUBZO 8(A)		VET	OWNED SB	II X I	R DP	CONTRACT PAS (15 CFR DO-A6		ED ORDE	R
TEL: 703-432-8751 FAX: 703-432-8934				6175	EMERG	ING SB		S: 541512	14. METH	OD OF	SOLICITAT	г	X RFP	
15. DELIVER TO MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556	CODE	67854	:	_	OMINISTE	RED BY	1	TEM 9			CC	DDE _		
17a.CONTRACTOR/OFFEROR	STG	ODE 1NXG	62	18a. i	PAYMENT	WILL B	E MA	DE BY			C	ODE H	Q0338	
ACCESS SYSTEMS, INCORPORATED JIM OLENIK 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742 JAMES.OLENIK@STG.CO	12011 Suns Suite 1200	et Hills Road		P.O.	S COLUN BOX 182 JMBUS (2264		H ENTITLEN 264	ÆNT OPS					
703-464-6900		CILITY												
TEL. 703-464-6969 17b. CHECK IF REMITTANCE IS SUCH ADDRESS IN OFFER	COI DIFFERENT				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM									
19. ITEM NO.	20. SCHEDU	LE OF SUPP	LIES/ SE	RVICE	S		21.	QUANTITY	_	NIT	23. UNIT I	PRICE	24. AM	OUNT
	,	SEE SCHE	DULE											
25, ACCOUNTING AND APPROPRIA	TION DATA								26. TO)TAL	AWARD AM	OUNT (F	or Govt. U	Jse Only)
See Schedule												\$	5,234,64	2.52
27a. SOLICITATION INCORPORA	TES BY REFE	RENCE FAR	52.212-1.	52.212	2-4. FAR	52.212-3	. 52.2	212-5 ARE A	TACHED.	Al	DDENDA	ARE	ARE NO	T ATTACHED
27b. CONTRACT/PURCHASE OF	DER INCORP	ORATES BY F	REFEREN	CE FA	AR 52.212	.4. FAR	52.21	12-5 IS ATTA	CHED.	Al	DDENDA	ARE	ARE NO	T ATTACHED
28. CONTRACTOR IS REQUIRED TO TO ISSUING OFFICE. CONTRACT SET FORTH OR OTHERWISE ID: SUBJECT TO THE TERMS AND CO	TOR AGREES ENTIFIED ABO	TO FURNISH VE AND ON A	AND DE	LIVER	ALL ITEN		X	AWARD OF OFFER DATI (BLOCK 5), I SET FORTH	ED <u>20-Oct-</u> NCLUDING	2010 S ANY	. YOUR	OFFER O	ANGES W	HICH ARE
30a. SIGNATURE OF OFFEROR/CO	NTRACTOR			3	la.UNITE	D STATE	SOF	AMERICA (SIGNATURE	OF CC	NTRACTING	OFFICER)	31c. DA	TE SIGNED
					2) Derru	cu	Was	hingl	n			02-	Dec-2010
30b. NAME AND TITLE OF SIGNER		30c. DATE	SIGNET) 3	lb. NAME	OF CON	TRACI	ring office	R (TYPE	OR PRINT)			
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L														

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005) Prescribed by GSA FAR (48 CFR) 53,212

SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITI (CONTINUED)								PA	GE2 OF63
19. ITEM NO.			E OF SUPPLIES/ SERVI	CES		21. QUANTITY	22. UNIT	23. UNIT PR	ICE	24. AMOUNT
19. ITEM NO.			EOF SUPPLIES/ SERVI	CES		21. QUANTITY	22. UNIT	23. UNIT PR		24. AMOUNI
32a. QUANTITY IN	N COLUMN 2	1 HAS BEEN								
RECEIVED	INSPECTE	D ACCEPTED AND	D CONFORMS TO THE O	ONTE AC	T EYCEDT	AS NOTED.				
REPRESEN	RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE									
33. SHIP NUMBER PARTIAL 38. S/R ACCOUN	FINAL	VOUCHER NUMBER 39. S/R VOUCHER N NT IS CORRECT AND	35. AMOUNT VE CORRECT UMBER 40. PAID BY PROPER FOR PAYMENT	FOR	36	<u> </u>	PARTIAL	_	37. CH	IECK NUMBER
		OF CERTIFYING OFFI		<u></u>	CEIVED A	T (Location)				
							42d. TOTAL CO	ONTAINERS		

Section SF 1449 - CONTINUATION SHEET

PART I -- THE SCHEDULE

SECTION B DISPOSITION OF PROPERTY

B.1. DISPOSITION OF PROPERTY UNDER THIS CONTRACT

- (1) All materials provided by the contractor under this contract become the property of the Federal Government.
- (2) All software code purchased, provided, written or developed under this contract for the use of Federal Government becomes the property of the Federal Government.

Page 4 of 63

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0001 12 Months (b)(4)

Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT (b)(4)

ACRN AA (b)(4)

Page 5 of 63

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0002 12 Months (b)(4) 5 (b)(4)

Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT (b)(4)

ACRN AA (b)(4)

Page 6 of 63

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0003 (b)(4)

DotNetNuke Software License

FFP

The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT S (b)(4)

ACRN AA

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(b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT Months

(b)(4)

Corrective and Preventive Maintenance

FFP

0004

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

12

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT (b)(4)

(b)(4) ACRN AA

Page 8 of 63

AMOUNT UNIT PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT

0005 12 Quarter

(Time)

(b)(4) (b)(4)

Perfective and Adaptive Maintenance

FFP

The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT

ACRN AA

Page 9 of 63

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0006 12 Months $\S(b)(4)$ (b)(4)

AAIS Helpdesk Support

FFP

The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT \$ (b)(4)

ACRN AA (b)(4)

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OU07 SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
Quarter (Time) \$40,000.00

Travel

COST

All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.

FOB: Destination

MILSTRIP: M6785411RCAF338

ESTIMATED COST \$40,000.00

ACRN AA

CIN: M6785411RCAF3380007

\$40,000.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0008 NSP

Technical Data

FFP

Technical Data for CLINs 0001, 0002, 0003, 0004, 0005, and 0006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

1001 12 Months \$ (b)(4) \$ (b)(4)

OPTION Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

Page 13 of 63

(b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4) (b)(4) 1002 12 Months OPTION Licenses and Software Maintenance FFP The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract, FOB: Destination

Page 14 of 63

AMOUNT UNIT UNIT PRICE ITEM NO SUPPLIES/SERVICES QUANTITY (b)(4) (b)(4) 12 Months 1003 OPTION DotNetNuke Software License FFP The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract. FOB: Destination

NET AMT

Page 15 of 63

(b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4) 1004 12 Months (b)(4) OPTION Corrective and Preventive Maintenance **FFP** The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract. FOB: Destination

Page 16 of 63

(b)(4)

AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4) (b)(4) 1005 12 Months OPTION Perfective and Adaptive Maintenance FFP The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract. FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

1006

12

Months

(b)(4)

(b)(4)

OPTION

AAIS Helpdesk Support

FFP

The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

NET AMT

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

1007 Quarter (Time) \$40,000.00

OPTION Travel

COST

All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.

FOB: Destination

ESTIMATED COST \$40,000.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

1008

NSP

OPTION

Technical Data

FFP

Technical Data for CLINs 1001, 1002, 1003, 1004, 1005, and 1006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

2001 12 Months (b)(4)

OPTION Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

Page 21 of 63

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

2002

12

Months

(b)(4)

(b)(4)

OPTION

Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

NET AMT

Page 22 of 63

AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4) (b)(4)Months 2003 12 OPTION DotNetNuke Software License FFP The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract. FOB: Destination

NET AMT

Page 23 of 63

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

2004

12 Months (b)(4)

OPTION

Corrective and Preventive Maintenance

FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in

accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
2005 12 Months \$ (b)(4) (b)(4)

OPTION Perfective and Adaptive Maintenance

FFP

The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

2006 12 Months (b)(4)

OPTION

AAIS Helpdesk Support

FFP

The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007			Quarter (Time)		\$40,000.00

OPTION Travel

COST

All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.

FOB: Destination

ESTIMATED COST \$40,000.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

2008 NSP

OPTION Technical Data

FFP

Technical Data for CLINs 2001, 2002, 2003, 2004, 2005, and 2006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

3001 12 Months (b)(4)

OPTION Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

3002

12

Months

(b)(4)

(b)(4)

OPTION

Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

NET AMT

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

3003 12 Months \$ (b)(4)

OPTION DotNetNuke Software License

FFP

The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

3004 12 Months \$ (b)(4) (b)(4)

OPTION Corrective and Preventive Maintenance

FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

3005 12 Months \$ (b)(4) (b)(4)

OPTION Perfective and Adaptive Maintenance

FFP

The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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(b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

Months

(b)(4)

3006

AAIS Helpdesk Support

FFP

OPTION

The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007			Quarter (Time)		\$40,000.00
OPTION	Travel COST				

All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.

FOB: Destination

ESTIMATED COST \$40,000.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

3008 NSP

OPTION Technical Data

FFP

Technical Data for CLINs 3001, 3002, 3003, 3004, 3005, and 3006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

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(b)(4)

AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4) (b)(4) Months 4001 12 OPTION Program Management Activities FFP The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so. FOB: Destination

Page 37 of 63

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
4002 12 Months \$ (b)(4) (b)(4)

OPTION Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

4003

12 Months \$(b)(4)

OPTION

DotNetNuke Software License

FFP

The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

NET AMT

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4) (b)(4) 4004 12 Months OPTION Corrective and Preventive Maintenance FFP The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract. FOB: Destination (b)(4)

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SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT ITEM NO

(b)(4) 4005 12 Months

(b)(4)

OPTION Perfective and Adaptive Maintenance

> The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

FFP

(b)(4) NET AMT

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

4006

12

Months

(b)(4)

(b)(4)

OPTION

AAIS Helpdesk Support

FFP

The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

NET AMT

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

4007 Quarter (Time) \$40,000.00

OPTION Travel
COST

All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.

FOB: Destination

ESTIMATED COST \$40,000.00

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

4008 NSP

OPTION Technical Data

FFP

Technical Data for CLINs 4001, 4002, 4003, 4004, 4005, and 4006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

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0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

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3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government

SECTION C

Descriptions and Specifications

See Section J, Attachment 1 titled Statement of Work, Attachment 2 Contract Data Requirements List (CDRLs) A001 to A031, Attachment 3 Quality Assurance Surveillance Plan (QASP), and Attachment 4 Form DD254.

SECTION D

Packaging and Marking

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D.1 DATA DELIVERABLES

All deliverable contract items shall be packaged in accordance with established commercial practices to ensure safe delivery at destination.

All data deliverables and correspondence shall be submitted to the Contracting Officer's Representative (COR) with a copy to the Contracting Officer, on or before date scheduled for delivery.

SECTION E

Inspection and Acceptance

E.1 FINAL INSPECTION

Final inspection and acceptance of all work, performance, reports and other deliverables under this task order shall be performed by the designated COR. The contract shall permit government representatives access at any reasonable time to all records, data and facilities.

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

SECTION F

Deliveries or Performance

F.1 PERIOD OF PERFORMANCE

The Period of Performance for this Task Order Shall be (date of task order award) through 12 months for the base period. The renewal of Option Periods will be contingent upon superior performance and compliance with the Quality Assurance Surveillance Plan (QASP).

Option Year 1-12 months after date of contract award, if and to the extent exercised.

Option Year 2-12 months after date of exercised option year 1, if and to the extent exercised.

Option Year 3-12 months after date of exercised option year 2, if and to the extent exercised.

Option Year 4- 12 months after date of exercised option year 3, if and to the extent exercised.

F.2 PLACE OF PERFORMANCE

The Principal place of performance shall be at the contractor's facility in accordance with the SOW.

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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-DEC-2010 TO	N/A	MARCORSYSCOM PM AMMO	M67854
	14-DEC-2011		CANDY BURCHETT	
			ATTN: CT 2041	
			39 TECH PARKWAY, SUITE 211	
			STAFFORD VA 22556	
			703-432-8788	
			FOB: Destination	
0002	POP 15-DEC-2010 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854
	14-DEC-2011		FOB: Destination	
0003	POP 15-DEC-2010 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854
	14-DEC-2011		FOB: Destination	
0004	POP 15-DEC-2010 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854
	14-DEC-2011		FOB: Destination	
0005	POP 15-DEC-2010 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854
	14-DEC-2011		FOB: Destination	

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0006	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0007	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0008	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1001	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1002	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1003	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1004	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1005	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

Pa	αe	50	αf	63
I a	ZC.	JU	UL	uJ

1006	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1007	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1008	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2001	POP 15-DEC-2012 TO	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2002	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2003	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2004	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2005	POP 15-DEC-2012 TO	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

2006	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2007	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2008	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3001	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3002	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3003	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3004	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3005	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

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3006	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3007	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3008	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4001	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4002	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4003	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4004	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4005	POP 15-DEC-2014 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854

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4006	POP 15-DEC-2014 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854
	14-DEC-2015		FOB: Destination	
4007	POP 15-DEC-2014 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854
	14-DEC-2015		FOB: Destination	
4008	POP 15-DEC-2014 TO	N/A	(SAME AS PREVIOUS LOCATION)	M67854
	14-DEC-2015		FOB: Destination	

SECTION G

Contract Administration Data

ADMINISTRATION DATA

G. 1 MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step

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procedures to register are available at the https://wawf.eb.mil/. Training for WAWF is available at http://www.wawftraining.com/index.html.

The USMC WAWF-RA point of contact for this contract is (1) Mr. John Corrigan, and can be reached on (2) 703-432-4445, or via email at (3) john.corrigan@usmc.mil. The alternate USMC WAWF-RA point of contact is (4) Ms. Cassandra Holloway, and can be reached on (5) 703-432-4443, or via email at (6) casandra.holloway@usmc.mil.

The contactor is directed to use the following guidance when choosing a format for processing invoices, receiving reports, and cost vouchers. If billing for Materials Only, select "Combo." If billing for Materials and Service, select "Combo." If billing for Services Only, select 2-in-1 (Services Only). If billing for Cost Type/Reimbursable Contracts, select "Cost Voucher."

Contractor is to submit payment requests only for items delivered to the Government. Contractor is to provide tracking information (e.g., FedEx, UPS, etc. transportation/shipping document) allowing confirmation of delivery by the Government. Tracking information and a packing slip or invoice indicating the quantity and ship-to location per Section F will be attached and uploaded into WAWF as supporting documentation.

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)

PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)

WAWF: https://wawf.eb.mil/ https://wawf.eb.mil/>

My Invoice: https://myinvoice.csd.disa.mil https://myinvoice.csd.disa.mil

The WAWF-RA Point of contact for this contract is Candy Burchett. Ms. Burchett can be reached at 703-432-8788

Data entry information in WAWF:

Payment Office DoDAAC: HQ0338

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Ship To DoDAAC: M67854

Service Acceptor DODAAC: AMMO

Service Approver DODAAC: M67854

Additional E-mail notifications of invoices and Points of Contact:

Berniece Washington, Contracting Officer

703-432-8761

Berniece.washington@usmc.mil

Wendy Thompson, Contract Specialist

703-432-8760

wendy.thompson@usmc.mil

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)

- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment Systems (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at http://www.cpars.navy.mil/. Further information on CPARS is available at that web site.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (3) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven (7) days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. (Name Phone E-mail Address).

ACCOUNTING AND APPROPRIATION DATA

AA: 17111061A2A 251 67854 067443 2D M67854

COST CODE: 00011RCAF338

AMOUNT: (b)(4)

CIN M6785411RCAF3380001; \$ (b)(4)

CIN M6785411RCAF3380002: \$ (b)(4)

CIN M6785411RCAF3380003: \$(b)(4)

CIN M6785411RCAF3380004: \$ (b)(4)

CIN M6785411RCAF3380005: \$ (b)(4)

CIN M6785411RCAF3380006: \$ (b)(4)

CIN M6785411RCAF3380007: \$40,000.00

SECTION H

Special Contract Requirements

H.1. SUBSTITUTION OF KEY PERSONNEL

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel			
Program Manager	(b)(6)		
MAKE Lead Business Systems Analyst	(b)(6)		
OIS-MC Lead Business Systems Analyst	(b)(6)		
MAKE Lead Application Developer/Programmer	(b)(6)		
OIS-MC Lead Application Developer/Programmer	(b)(6)		

H.2. UNAUTHORIZED CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this

contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

H.4. SECURITY

The Contractor shall obtain the appropriate security clearance(s) in accordance with Section J, Attachment 5 entitled "DoD Contract Security Classification Specification" (DD254).

H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved.

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THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.

H.6. GOVERNMENT FURNISHED PROPERTY

The Government will not provide any GFP under this contract.

H.7. TRAVEL

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$10,000 a quarter.

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PART II--CONTRACT CLAUSES

SECTION I

CLAUSES INCORPORATED BY REFERENCE

52.215-19	Notification of Ownership Changes	OCT 1997
52.222-50	Combating Trafficking in Persons	FEB 2009
52.232-18	Availability Of Funds	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense Contract-Related Felonies	- DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled B The Government of a Terrorist Country	y DEC 2006
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995

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252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252,232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

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52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed $\underline{5}$ <u>years</u>.

(End of clause)

PART III EXHIBITS/ATTACHMENTS

SECTION J ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION		PAGES
Attachment 1	Statement of Work (SOW)	Dated 09 May 2010 27	
Attachment 2	Exhibits, Contract Line Items (CDI	RLs) Dated 30 Nov 2010	31
Attachment 3	Quality Assurance Surveillance Pla (QASP)	n Dated 09 May 2010	28
Attachment 4	Form, DD254	n./a	4